

UTAH DEPARTMENT OF TRANSPORTATION

PARLEY'S CROSSING TUNNEL @ I-215

PROJECT STP-LC35(123)

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UTAH DEPARTMENT OF TRANSPORTATION

PARLEY'S CROSSING TUNNEL @ I-215

PROJECT STP-LC35(123)

REQUEST FOR PROPOSAL (RFP)

INSTRUCTIONS TO PROPOSER

1.0 INTRODUCTION

This Request for Proposals (RFP) is issued by Utah Department of Transportation (UDOT) to seek Proposals for the Parley's Crossing Tunnel @ I-215 Project STP-LC35(123)]. Proposals are invited from and will only be considered from those parties (Proposers) who have been short-listed from the Request for Qualifications dated April 17, 2003.

In the preparation of Proposals, Proposers should address and/or consider the Project goals.

Project Goals:

The Department's goals for the Project are:

- a) QUALITY
 - Constructible, durable and maintainable;
 - Minimal disruption to traffic
 - Safe
 - Responsive to public concerns; and
 - Aesthetically enhancing structure.
- b) TIME
 - Final Completion no later than August 23, 2004; and
- c) COST
 - Within Budget

1.1 THE PROPOSAL

1.1.1 Documents in the RFP

The Documents issued as part of this RFP consist of the following:

- Instructions to Proposers ("ITP");
- Contract Documents, Parts 1 through 5 inclusive;
- Appendices Reference Documents; and
- Additional documents issued by addenda to this RFP.

1.1.2 Proposal Documents

The Proposal Documents to be submitted initially by the Proposer shall consist of the information and completed forms required by RFP, **Appendix B**.

1.1.3 Evaluation Notebook

The information requested in, **Appendix B** should be submitted as an Evaluation Notebook in the format specified in RFP, **Appendix C**.

1.1.4 Price Proposal

The Pricing Documents requested in **Appendix D**, should be sealed in a separate envelope.

1.1.5 Inclusion in Contract

For the selected Proposer, all the documents (information and forms less appendices) specified in RFP will be included in and bound into the contract.

1.1.6 Required Forms

Failure to provide all the information and all completed forms in the format specified in RFP, **Appendices B** and **D** may result in UDOT's rejection of the Proposal or giving it a lower rating.

1.1.7 Property of UDOT

All documents submitted by the Proposer in response to this RFP shall become the property of UDOT and will not be returned to the Proposer.

1.1.8 Errors

If any mistake, error or ambiguity is identified by the Proposer at any time during the Proposal process in any of the documents supplied by UDOT, the Proposer shall be under a duty to notify UDOT in writing in accordance with ITP Section 2.3.

1.2 DEFINITIONS

For definitions that are applicable to the RFP refer to RFP Part 1, Section 7.2

1.3 IMPROPER CONDUCT

1.3.1 Prohibited Activities

If the Proposer, or anyone representing the Proposer, offers or gives any advantage, gratuity, bonus, discount, bribe or loan of any sort to UDOT, including agents or anyone representing UDOT at any time before or during the Proposal, UDOT shall immediately disqualify the Proposer, the Proposer shall forfeit its Proposal security, and UDOT may pursue other remedies allowed by law.

1.3.2 Non-Collusion Affidavit/Affirmation

The Proposer shall provide the Non-Collusion Affidavit/Affirmation (Form NC, RFP, **Appendix A**). See RFP Part 4, Special Provision 00120.

1.4 LANGUAGE REQUIREMENT

All communication regarding this Proposal shall be in the English language.

1.5 PROPOSAL DUE DATE

The completed Evaluation Notebook, along with the separate sealed Pricing Documents shall be delivered to the addressee at the address specified in RFP Part 1, Section 1.2, no later than the time and date specified in RFP Part 1, Sections 1.3 and 1.4.

1.6 INSURANCE

This project requires Contractor provided insurance in accordance with 2002 UDOT Standard Specifications.

1.7 CHANGES TO THE PROPOSER'S ORGANIZATION

If the Proposer wishes to change the organization represented in its SOQ by adding or deleting a Principal Participant and/or Designer, it must receive written permission to do so from UDOT prior to submitting its Proposal. If a request is made to add to the organization, the Proposer shall submit with its request that information specified for Principal Participants and/or Designers in the RFQ, including legal and financial data as well as the information for qualitative evaluation. If a Principal Participant is being deleted, the Proposer shall submit such information as may be required by UDOT to show that the changed team still meets the RFQ criteria (pass/fail and qualitative). If any changes are made the Proposer will submit Form KP from Appendix A in this RFP.

2.0 PROCUREMENT PROCESS

2.1 METHOD OF PROCUREMENT

The evaluation of Proposals and award of the Contract will be based on “best value” (scope, price and other factors as identified in this RFP).

2.2 RECEIPT OF THE PROPOSAL DOCUMENTS AND OTHER INFORMATION

The RFP and other information may be obtained by pre-qualified Proposers from the person designated as Project Administrator in RFP Part 1, Section 1.2. UDOT will provide three (3) sets of CD-ROMs.

2.2.1 Rules of Contact

The following rules of contact shall apply during Contract procurement for the Parley's Crossing Tunnel @ I-215 [Project STP-LC35(123)]

The rules are designed to promote a fair, unbiased, legally defensible procurement process. UDOT is the single source of information regarding the Contract procurement. All agency staff who are involved in the Parley's Crossing Tunnel @ I-215 [Project STP-LC35(123)] procurement are required to defer to these rules during the process.

The selection process began on April 17, 2003, and is anticipated to be completed with the award of the Contract in May 2004. These rules of contact are now in effect. The specific rules are as follows:

- a) No Proposer or any of its team members may communicate with another Proposer or its team members with regard to this RFP or either team's Proposal. This rule is made with the understanding that some Subcontractors (i.e., sculptured shotcrete subcontractors) may be members of more than one team. This is acceptable. However, if a Subcontractor is shared between two (2) or more Proposer teams, those teams shall establish a protocol to ensure that Subcontractor will not act as a conduit of information;
- b) To request explanations of the written Proposal documents the Proposers shall only communicate with UDOT in writing, **preferably by e-mail** or by delivering or faxing to the designated representative (Project Manager see RFP Part 1 Section 1.1). **Any e-mails shall be titled, "RFP Clarification on Parley's Crossing Tunnel @ I-215".**
- c) The Proposers are permitted to contact UDOT employees regarding the Parley's Crossing Tunnel @ I-215. See RFP Part 4, Special Provision 00120 Part 1 Article 1.7 for specific instructions. Any communications determined to be improper, at the sole discretion of UDOT, may result in disqualification;
- d) Any official communications regarding the Parley's Crossing Tunnel @ I-215 will be disseminated from UDOT Region 2 office on UDOT letterhead. Any official communications will be in writing and signed by George Deneris or a designated representative specified by George Deneris in writing; and
- e) UDOT will not be responsible for any verbal information or communication that occurs outside the official communication process specified herein or in RFP Part 4, Special Provision 00120 Part 1 Article 1.7.

2.3 REQUESTS FOR CLARIFICATION AND CORRECTION OF ERRORS

UDOT will consider requests for clarification and requests to correct errors. Any request must be received by UDOT at the address specified in RFP Part 1, Section 1.1, no later than 14 days prior to the Proposal Due Date, except issues relating to the last addendum (if issued later than 14 days prior to Proposal Due Date), in which case requests received no later than 11 days prior to the Proposal Due Date will be addressed by UDOT. All requests shall be submitted in the format of Form CF (RFP, **Appendix A**) in hardcopy and electronic format (using Microsoft Word).

2.4 ADDENDA AND CLARIFICATION NOTICES

2.4.1 Addenda

UDOT reserves the right to issue Addenda at any time during the period of the Proposal. Any such Addendum will only be bound into and included as part of the Contract if expressly stated in the Addendum.

2.4.2 Correspondence and Communication

The Proposer shall note that no correspondence or communication from UDOT or anyone representing UDOT regarding the RFP, or the Proposal process shall have any effect unless it is complies with ITP Section 2.2.1.

2.4.3 Clarification Notices

UDOT reserves the right to issue Clarification Notices at any time during the Proposal period. Any issues referred to in a Clarification Notice that are to be bound into and/or included as part of the Contract will be covered by an Addendum to this RFP per ITP Sections 2.4.1 and 2.4.2.

2.4.4 Final Addenda and Clarification Notice Date

UDOT does not anticipate issuing any Addenda and/or Clarification Notices later than 11 days prior to the Proposal Due Date.

2.5 COMPLIANT PROPOSAL

The Proposer shall submit a Proposal that provides all the information required by the RFP. If the Proposal does not fully comply with the instructions and rules contained in the RFP, including the appendices, it may be disqualified. By way of example, a Proposal will be considered non-compliant if it seeks to qualify or change any of the Contract requirements or to limit or modify the bonds or warranties required, if the Proposal Bond (RFP, **Appendix A**) is not provided, and/or requested information deemed material by UDOT is not provided.

2.6 NON-PUBLIC PROCESS

UDOT will maintain a non-public Proposal process.

2.7 PROPOSAL STIPEND

Those DB Teams who submit a responsive Proposal but are not awarded the Contract will be paid a stipend of \$5,000 by the Department within ninety (90) days of the Proposal Due Date. In the event the Department does not award the Contract, the stipend will be paid to all DB Teams who submit a responsive Proposal. By accepting the stipend, the Proposer grants that

UDOT right to use any ideas or information contained in the Proposal in connection with any Contract awarded for the Project, or in connection with a subsequent procurement.

2.8 ALTERNATE PROPOSALS

UDOT will not accept or consider alternate Proposals.

2.9 SUBMISSION OF PROPOSALS

2.9.1 Submission of a Proposal

The Proposal shall be submitted in accordance with the RFP and as follows:

- a) The Evaluation Notebook shall be in a sealed envelope or container. The “Price Proposal” shall be sealed within a separate container and clearly marked as “Price Proposal –Parley’s Crossing Tunnel @ I-215 [Project STP-LC35(123)”. The Evaluation Notebook and Price Proposal shall each be delivered to the Project Administrator as specified in RFP Part 1, Section 1.2; and
- b) The fact that this is a Proposal for Parley’s Crossing Tunnel @ I-215 [Project STP-LC35(123)] shall be clearly shown on the cover of the container. The identity of the Proposer shall not be disclosed on the outside of the container.

2.9.2 Modifications to a Proposal

A Proposer may modify its Proposal in writing prior to the Proposal Due Date. The modification shall conform in all respects to the requirements for submission of a Proposal. Modifications shall be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and shall specifically state that the modification supersedes the previous Proposal and all previous modifications, if any. If multiple modifications are submitted, they shall be sequentially numbered so UDOT can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages or complete forms. Line item changes will not be accepted. No telegraphic, facsimile, or other electronically transmitted modifications will be permitted.

2.9.3 Withdrawal of a Proposal

See RFP Part 4, Special Provisions, Section 00120 Part 1 Article 1.12 and Section 00515 Part 1 Article 1.2.

2.10 LATE PROPOSALS

UDOT will not accept or consider any late Proposal.

3.0 PROPOSAL REQUIREMENTS

3.1 LANGUAGE

In accordance with ITP Sections 1.4 and 2.2.1, all communication regarding the Proposal and the Contract are to be in the English language. If any original documents required for the Proposal are in any other language, the Proposer shall provide an English translation which shall take precedence in the event of conflict with the original language.

3.2 CONTRACT UNDERSTANDING

The Proposer shall provide written materials and drawings to demonstrate:

- a) Clear understanding of the Contract;
- b) The capabilities of the Proposer; and
- c) The Project approach.

3.3 LEGAL AUTHORITY

3.3.1 Opinion of Counsel

The Proposer shall include an opinion of counsel on Form OC (RFP **Appendix A**), with its Proposal for the purpose of providing assurance to UDOT regarding the formation of the Proposer and its joint venture members and partners and its ability to execute and deliver the Contract if awarded. The opinion may be provided by in-house counsel or by an outside law firm. See RFP, **Appendix B**.

3.3.2 Contract Execution

Concurrently with execution of the Contract, an updated opinion shall be provided on Form OC, stating that the Contract has been validly executed and delivered.

3.3.3 Licensing Requirements

Proposers shall be licensed as required by applicable Federal and State laws, rules and regulations. Proposers are advised to contact the State of Utah to determine if a Utah License is required in order to perform this work. Evidence of proper licensing shall be required to be provided prior to award of the Contract to the selected Proposer. Proposers are also advised that if a Utah license is required, it can take several weeks to obtain a Utah license.

3.4 CURRENCY

The Proposal shall be priced in US\$ currency only.

3.5 PROPOSAL BOND

3.5.1 Surety Requirements

A Proposal Bond (RFP, **Appendix A**) shall be issued by a surety meeting the financial requirements stated in RFP Part 4.

3.5.2 Rights Reserved

In submitting this Proposal, it is understood and agreed by Proposer that the right is reserved by UDOT to reject any and all Proposals, or part of any Proposal, and it is agreed that the Proposal may not be withdrawn for period of sixty (60) days subsequent to the Proposal Due Date. The Proposal may be withdrawn after the above sixty (60) day period without liability, however, the contents of the Proposal remain the property of the Department.

It is also understood and agreed that if the undersigned Proposer should withdraw any part or all of its Proposal within sixty (60) days after the Proposal Due Date, should refuse or be unable to enter into the Contract, as provided under ITP Section 3.3, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided in RFP Part 4, Supplemental Specification 00810, or refuse or be unable to furnish the Proposal Pricing Documents or BAFO documents; if required, it shall forfeit its Proposal security.

The Proposer understands that any material alteration of documents specified in this ITP Section 3.5 or any of the material contained on the Proposal Bond, other than that requested, will render the Proposal non-responsive and non-compliant.

3.6 SIGNATURES REQUIRED

The Price Proposal shall be signed by all parties making up the Proposer, (i.e., all joint venture members or general partners, if the Proposer is a joint venture or partnership).

3.7 NUMBERS OF DOCUMENTS

3.7.1 Executive Summary

One (1) original and nine (9) copies of the Executive Summary shall be provided.

3.7.2 Proposal Bond

One (1) original of the Proposal Bond (RFP, **Appendix A**) shall be provided, with two (2) copies.

3.7.3 Evaluation Notebook

One (1) original and nine (9) copies of the Evaluation Notebook, (ITP Section 1.1.3), shall be provided.

3.7.4 Scope and Pricing Documents

One (1) original and nine (9) copies of the Pricing Documents shall be provided in a separate sealed envelope.

3.7.5 Electronic Copy

Please provide one electronic copy of all submittal documentation on CD with Design-Build team name.

3.7.6 Cost of Preparing Proposal

Subject to ITP Sections 2.7 and 6.1, the cost of preparing the Proposal and any costs incurred at any time before or during the Proposal process, including costs incurred for any interviews, shall be borne by the Proposer.

3.7.7 Obligation to Award

UDOT shall be under no obligation to award the Contract to the Proposer submitting the lowest priced Proposal or to any Proposer which has been pre-qualified, or to award the Contract at all.

4.0 PRE-AWARD MEETING

4.1 MEETINGS

UDOT may hold joint meetings with all Proposers at any time prior to the Proposal Due Date. UDOT may meet with the selected Proposer prior to award at any time after selection.

4.2 ATTENDEES

If any meeting is held, the Proposer will be expected to attend with no more than three (3) of its proposed Key Personnel, and if required by UDOT, senior representatives of the proposed Designer and proposed Contractor's QA Manager.

5.0 CONTRACT AWARD

Unless all Proposals are rejected or this procurement is cancelled, the Contract shall be awarded to the responsive Proposer offering a fully compliant Proposal that provides the best value to UDOT as determined by UDOT in its sole discretion.

UDOT may:

- Hold the Proposals and accompanying bond under consideration for a maximum of sixty (60) days after the Proposal Due Date until the final award is made;
- Conduct a pre-award survey of any Proposer; or
- Waive any minor informality or irregularity in a Proposal.

Within ten (10) days after UDOT notifies the selected Proposer of its selection (Notice of Award), the selected Proposer shall notify UDOT in writing of the name and address of its agent in Utah who is authorized to accept all legal process on behalf of the Proposer. The Proposer shall not change that authorized agent without prior written notice to UDOT.

The selected Proposer shall, within ten (10) days following notice of award, provide UDOT, in writing, Proposer's Federal Internal Revenue Service Employer Identification Number, or, if Proposer is an individual with no employer identification number, Proposer's Social Security Number.

Within twenty-one (21) days after UDOT notifies the selected Proposer that UDOT will award the Contract to the Proposer, the selected Proposer shall deliver to UDOT the following:

- a) Required Payment and Performance Bonds (See RFP Part 4);
- b) Insurance certificates;
- c) Full details of who will sign the Contract, if awarded, and provide evidence as to the authority, power and capacity of said individuals to bind the Proposer to a Contract, in the form of written opinion of in-house counsel, outside counsel or a combination of the two;
- d) Updated opinion of counsel in Form OC (RFP, **Appendix A**) (with regard to Contract);
- e) Evidence that Contractor is properly licensed, if not previously provided.

Failure to comply with the above may result in cancellation of the Notice of Award and forfeiture of the Proposal Security. The stipend, if applicable, will not be paid to the selected Proposer if award is not consummated due to failure of selected Proposer to provide specified information herein.

The Contract with the selected Proposer shall not be effective until it has been signed by both Contractor and UDOT.

6.0 PROPOSAL EVALUATIONS

In addition to the specific evaluation criteria listed for each factor or subfactor, the degree to which a Proposal defines and indicates a positive contribution towards achieving the Project goals identified in ITP Section 1.0 will be evaluated and used when determining quality ratings.

6.1 EVALUATION CRITERIA

Legal, Financial and “Compliance with ITP Requirements” evaluation factors and subfactors will be evaluated on a “Pass/Fail” basis.

Technical, management and qualification factors and subfactors will be rated on a qualitative basis. The “Qualifications” factor was rated during the SOQ evaluations. The qualifications factor will be re-evaluated during the Proposal evaluations based on additional information submitted with the Proposal.

A Proposal must receive a “Pass” on all “Pass/Fail” criteria listed in ITP Section 6.1.1 for the Proposal to be considered responsible and to be further evaluated and rated based on the factors identified in ITP Section 6.1.2.

6.1.1 “Pass/Fail” Factors and Subfactors

Each Proposal must achieve a rating of “Pass” on any “Pass/Fail” factor or subfactor listed in ITP Sections 6.1.1.1 through 6.1.1.3 to receive further consideration. Failure to achieve a “Pass” rating on all “Pass/Fail” factors or subfactors may result in the Proposal being declared non-responsive and the Proposer being disqualified.

Pass/Fail criteria to be used in the selection of a DB Team include:

- Legal;
- Financial (bonding); and
- Completeness of Proposal.

6.1.1.1 Legal

The Legal subfactors are:

- a) Legal opinion provided in Form OC;
- b) Properly executed Form of Proposal;
- c) Licensed to carry out construction within the State of Utah or commitment to obtain license prior to award;
- d) Assurances submitted indicating that specified bonds will be provided; and
- e) Compliance with RFP legal requirements.

The specific information to be submitted is identified in RFP **Appendix B**, Section B3.0.

6.1.1.2 Financial

Objective: To identify DB Teams with demonstrated capability to undertake the financial responsibilities associated with the Project, including bonding.

Requirements and information to be submitted: Provision of properly executed Proposal Bond.

6.1.1.3 Compliance with RFP Requirements

All forms shown in this RFP shall be completed and all forms and information specified in RFP, **Appendix B** shall be provided in the manner, format and detail specified, without alteration of the forms, for the Proposal to be eligible to receive further consideration. Failure to comply with this requirement may result in the Proposal receiving a “Fail” rating for compliance with RFP requirements and may result in the Proposal being declared non-responsive.

The Best Value Determination will not be completed if there are any “Fail” ratings on the Pass/Fail Factors.

6.1.2 Technical Scores

Price proposals for this project will be opened and compared using the following formula during the Proposal evaluation and selection process. The PRICE PROPOSAL can not exceed the allocated funds.

$$AP = (PP - (\$1000 \times TS))$$

Where:

AP = Adjusted Bid Price (Dollars)

PP = Proposer’s Bid Price from PRICE PROPOSAL (Dollars)

TS = Technical Score (Value between 0 – 100)

6.1.2.1 Project Approach

The following criteria, listed in order of importance, will be used in the evaluation of the technical score for the DESIGN-BUILD TEAM:

Project Approach:

- a) Technical;
- b) Management and Schedule; and
- c) Qualifications (based on SOQ rating and information submitted in the Proposal).

6.1.2.1.1 Technical

The Technical qualitative subfactors are listed in paragraphs a) through c). The categories are listed in order of importance:

- a) Responsiveness of design approach to specified design criteria and Performance Specifications, particularly with regard to structural criteria;

- b) Responsiveness of plans to maintain traffic flow and minimize impacts to traffic; and
- c) Extent of addressing required warranties.

The total possible score for this section is 50 points. Specific information to be submitted is identified in RFP, **Appendix B**.

6.1.2.1.2 Management and Schedule

The Management and Schedule qualitative subfactors are listed in paragraphs (a through h). The categories are generally of equal importance:

- a) Organization and communication structure that facilitates internal coordination and communication with UDOT;
- b) Contractor's Project organization structure with clearly defined division of responsibilities;
- c) Adequacy of the Proposed Baseline Schedule to control the Work;
- d) The thoroughness and relevancy of Proposer's overall Project Management Plans, including:
- e) Design and construction management;
- f) Approach to Quality Plan and commitment to quality; and
- g) Approach to Safety Plan and commitment to safety.

The total possible score for this section is 30 points. Specific information to be submitted is identified in RFP, **Appendix B**.

6.1.2.2 Qualifications

The Proposer's SOQ rating will be re-evaluated based upon the Key Personnel submitted in the SOQ, unless Key Personnel are changed for the RFP.

Please provide Form KP (Appendix A) if there are additional changes in the composition of the Proposer's organization represented in the SOQ, including changes to Subcontractors represented therein, and/or other changes in personnel qualifications, the Proposer's Qualifications will be re-evaluated in the subfactors for:

- a) Relevance and strength of qualifications and experience of Key Personnel and other staff that the Proposer offers to assign to the Project; and
- b) Record of Past Performance relating to goals and objectives of the Project.

The total possible score for this section is 20 points.

6.2 EVALUATION GUIDELINES

6.2.1 Technical, Management and Qualifications

Numerical scores will be assigned by a UDOT Evaluation committee to each ranked evaluation factor in accordance with how well the DESIGN-BUILD TEAM responds to the requirements described in Section 6.1 and Appendix B of this RFP, as well as on information otherwise available to the Department.

Each ranked evaluation factor and ranked sub-evaluation factor has a minimum acceptable score. Any PROPOSAL that scores below the minimum acceptable score on one or more evaluation factors will be considered non-responsive and will not be eligible for the stipend.

Table 6.2.2 tabulates the minimum possible score, minimum acceptable score, and maximum possible score for all evaluation factors and sub-evaluation factors.

6.2.2 Scoring/Evaluation Sheet

		SCORE	Minimum Possible Score	Minimum Acceptable Score	Maximum Possible Score
1	LEGAL				
	Complete Form OC				P/F
	Properly executed Form of Proposal				P/F
	Licensed to carry out construction within the State of Utah or commitment to obtain license prior to award				P/F
	Assurance specific bonds will be provided				P/F
	Compliance with RFP legal requirements				P/F
2	FINANCIAL				
	Provision of properly executed Proposal Bond				P/F
3	COMPLIANCE				
	Completion and submittal of all forms and documents				P/F
4	TECHNICAL				
	Responsiveness of design approach to specific design criteria and Performance Specifications. With particular regard to structural criteria.		0	15	25
	Responsiveness to plans to maintain traffic flow and minimize impacts to traffic.		0	8	15
	Extent of addressing required warranties		0	6	10
5	MANAGEMENT AND SCHEDULE				
	Organization and communication structure that facilitates internal coordination and communication with UDOT.		0	2	5
	Contractor's Project organization structure with clearly defined division of responsibilities.		0	2	5
	Adequacy of the Proposed Baseline Schedule to control the Work		0	2	5
	The thoroughness and Project relevancy of Proposer's overall Project Management Plans, Including:				
	Design and construction management		0	2	5
	Approach to Quality Plan and Commitment to quality		0	2	5

Approach to Safety Plan and Commitment to safety		0	3	5
6. QUALIFICATIONS				
Relevance and strength of qualifications and experience of Key Personnel and other staff that the Proposer offers to assign to the Project		0	6	10
Record of Past Performance relating to goals and objectives of the Project.		0	6	10
TOTAL				100

6.3 DISCUSSIONS

UDOT may, at its sole discretion, conduct written and/or oral discussions with any of the Proposers regarding the content of the Proposal.

6.3.1 Purpose

If UDOT determines that discussions are required, they will be conducted for the purpose of:

- Advising the Proposers of significant weaknesses and/or deficiencies in its Proposal (relative to the RFP);
- Attempting to resolve any uncertainties or obtaining any significant clarifications concerning the Proposal;
- Resolving any suspected mistakes by calling them to the attention of the Proposers as specifically as possible without disclosing information concerning other competing Proposers' Proposals or the evaluation process; and

6.3.2 Procedures

The following specific procedures will apply:

- Discussions will only be conducted with Proposers in the competitive range. All discussions will be non-public;
- Discussions may be written and/or oral; and
- No indication will be made to any Proposer of the evaluation status of any other Proposer or Proposal.

During discussions, the following actions will be specifically prohibited:

- Technical leveling (i.e., helping a Proposer to bring its Proposal up to a level of other Proposals through successive rounds of discussion, such as by pointing out weaknesses resulting from the Proposer's lack of diligence, competence or inventiveness in preparing the Proposal);
- Technical transfusion (i.e., UDOT disclosure of technical information pertaining to another Proposal that results in improvement of a competing Proposal); and
- Negotiating for a better price.

6.4 BEST AND FINAL OFFERS (BAFOS)

Although UDOT reserves the right to issue a request for BAFOs, UDOT is under no obligation to do so, UDOT may make its selection and award based on the initial Proposals submitted.

If UDOT requests BAFOs, Proposers with “Potential to Become Acceptable” or “Unacceptable” ratings in any category will be so advised. Proposers may be requested to revise their Proposals, including correction of any weaknesses, minor irregularities, errors, and/or deficiencies identified to the Proposers by UDOT following initial evaluation of the Proposals. The request for BAFOs will allow adequate time for the Proposers to revise their Proposals. Upon receipt of BAFOs, the process of evaluation will be repeated. The process will consider the revised information and re-evaluate and revise ratings as appropriate. Although the RFP allows for BAFOs, all efforts will be made to make a selection based on initial Proposals or limit the selection process to a single BAFO following discussions. Only in an extraordinary situation and only with the approval of the Selection Official will more than one round of discussions and/or BAFOs be conducted.

6.5 EVALUATION REQUIRED TO RECEIVE PAYMENT UNDER THE STIPEND

Only those Proposals that pass all “Pass/Fail” criteria and receive a minimum acceptable score for numerical evaluation factors will be eligible to receive payment, if applicable, under the Proposal Stipend noted in ITP Section 2.7.

7.0 UDOT RIGHTS AND DISCLAIMERS

7.1 UDOT’s RIGHTS

UDOT may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the Work described in this RFP. UDOT reserves the right, in its sole and absolute discretion, to:

- a) Reject any or all Proposals;
- b) Issue a new Request for Proposals;
- c) Cancel, modify or withdraw the entire Request for Proposals;
- d) Modify the RFP process;
- e) Solicit subsequent BAFOs from the Proposers;
- f) Appoint evaluation committees to review Proposals, and seek the assistance of outside technical experts in Proposal evaluation;
- g) Approve or disapprove the use of particular Subcontractors or change in joint venture partners from those identified in the SOQs or changes in Proposals;
- h) Accept other than the lowest Price Proposal;

- i) Waive deficiencies, informalities and minor irregularities in Proposals;
- j) Negotiate with the selected Contractor after award for any addition(s) to the Project; and/or
- k) Procure any addition(s) through a separate procurement process.

This RFP does not commit UDOT to enter into a Contract, nor does it obligate UDOT to pay for any costs incurred in preparation and submission of Proposal(s) or in anticipation of a Contract, except as provided in ITP Section 2.7. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs.

7.2 UDOT DISCLAIMERS

In issuing this RFP and undertaking the procurement process contemplated hereby, UDOT specifically disclaims the following:

- a) Any liability or commitment to provide sales tax or other revenues to assist in carrying out any and all phases of the Project;
- b) Any obligation to award or execute a Contract pursuant to this procurement; and
- c) Any obligation to reimburse a Proposer for any costs it incurs under this procurement except as specified in ITP Section 2.7.

In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.

Utah Department of Transportation

PARLEY'S CROSSING TUNNEL @ I-215

PROJECT STP-LC35(123)

**REQUEST FOR PROPOSALS
(RFP)**

PART 1

Technical and Price

P1 1.0 PROJECT CONSTRUCTION OVERSIGHT

The Construction Oversight is:

Lonnie Marchant
Utah Department of Transportation Region 2
2500 South State Road 32
Wanship, Utah 84017

Fax Number (435) 336-5974
E-mail:lmarchant@utah.gov

P1 1.1 PROJECT MANAGEMENT

The Project Manager is:

George Deneris
Utah Department of Transportation Region 2
2010 South 2760 West
Salt Lake City, UT 84104-4592

Fax Number (801) 887-8770
E-mail: gdeneris@utah.gov

He has technical responsibility and is the Project Manager for the Work described in RFP Part 2 and is the primary contact for the DB Project.

P1 1.2 PROPOSAL DELIVERY LOCATION

All proposals shall be delivered to:

Utah Department of Transportation, Construction Division, Forth Floor Calvin Ramptom Complex, 4501 South 2700 West Salt Lake City, Utah.

P1 1.3 TECHNICAL PROPOSALS DUE DATE AND TIME

One (1) original and nine (9) copies of the Technical Proposal shall be delivered to the Project Administrator (Section 1.2) no later than May 5 , 2004. Technical Proposals will not be accepted after the 2:00 p.m. deadline.

P1 1.4 SEALED PRICE PROPOSALS DUE DATE AND TIME

Two (2) copies of the sealed Price Proposal shall be delivered to the Project Administrator (Section 1.2) no later than May 5, 2004. Priced proposals will not be accepted after the 2:00 p.m. deadline.

P1 1.5 COSTS

Design-Build Teams will be responsible for all costs associated with preparing and submitting Proposals. Those DB Teams who submit a responsive Proposal but are not awarded the Contract will be paid a stipend of \$5,000 by the Department within 90 days of Award of the Contract. By submitting a Proposal the DB Team acknowledges that the proposal becomes the property of the Department upon payment of stipend.

P1 1.6 PROJECT COMPLETION DATE

By August 23, 2004. Completion of this project will be in accordance with UDOT Standard Specification Section 00570.

P1 2.0 PROPOSAL DATES

DB Teams must meet the submittal dates outlined in the summary sheet. DB Teams failing to meet these dates will be considered non-responsive.

P1 3.0 APPLICABLE FEDERAL AND STATE REGULATIONS

The Contractor shall conform to all applicable local, state and/or federal regulations, and recognized industry, safety, environmental, and design standards. The Contractor shall follow the 2002 UDOT Standard Specifications, and UDOT Standard Drawings, as modified by RFP Part 4.

P1 4.0 AUTHORIZATION TO BEGIN WORK

Notice to Proceed will be given as soon as the Contract is approved and signed by all parties.

P1 5.0 DISPOSITION OF TECHNICAL PROPOSALS

Technical Proposals become the property of the Utah Department of Transportation upon payment of stipend to the design-build team. Technical proposals are treated as privileged documents, and are disposed of according to Department policies, including the right to reject all Technical Proposals. The Technical Proposal of the successful DB Team will be open to public inspection for a period of 90 days after award of the Contract. Technical Proposals of DB Teams who are not awarded contracts will not be open to public inspection. If the DB Team selected for award has required in writing the nondisclosure of trade secrets and other proprietary data so

identified, the Department will examine the request in the Technical Proposal to determine its validity prior to award of the Contract. If the parties do not agree as to the disclosure of data in the Contract, the Department will inform the DB Team in writing what portion of the Technical Proposal will be disclosed and that, unless the DB Team withdraws the Technical Proposal, it will be disclosed.

P1 6.0 PRE-QUALIFICATION AND PRE-AWARD

In the event that a proposing DB Team has failed to pay UDOT monies due to the Department for over payment on past projects, UDOT has the right to reject and/or disqualify the DB Team's Proposal. Disqualification will be based on the audit findings, determinations, and recommendations made by the Department's authorized agent.

P1 7.0 ABBREVIATIONS AND DEFINITIONS

P1 7.1 ABBREVIATIONS

DB	Design-Build
DBE	Disadvantaged Business Enterprise
FHWA	Federal Highway Administration, US Department of Transportation
IA	Independent Assurance
ITP	Instructions to Proposers
QA	Quality Assurance
QC	Quality Control
RFP	Request for Proposals
RFQ	Request for Qualifications
ROW	Right(s)-of-Way
SOQ	Statement of Qualifications
UDOT	Utah Department of Transportation

P1 7.2 DEFINITIONS

As Built Documents means the documents to be provided by the Contractor at the completion of the Project indicating all final construction details.

Constructor or **Construction Subcontractor** means a Principal Participant or subcontractor (or affiliate) who is involved in the actual construction of the Project.

Contract means the written agreement that has been fully executed between the Department and the Contractor that covers the Project.

Contractor means the entity selected pursuant to the RFP, which enters into an agreement with the Department to design and construct the Parley’s Tunnel under I-215 near the mouth of Parley’s Canyon Project (also referred to as the “Design-Builder”).

Construction Documents means all shop drawings, working drawings and samples necessary for construction of the Project in accordance with the Contract Documents.

Critical Path means each critical path shown on the Baseline Plan or Plan Updates
Department means the Utah Department of Transportation.

Department Caused Delays means unavoidable delays, to the extent that they affect a Critical Path, arising from the following and no others:

- A suspension order pursuant to 2003;
- Department-Directed Changes;
- Failure or inability of Department to provide responses to proposed schedules, plans, Design Documents and other submittals and matters for which response by Department is required, within the time periods indicated in the Contract Documents;
- Any lawsuit seeking to restrain, enjoin, challenge or delay construction of the Project or the granting or renewal of any Governmental Approval of the Project except to the extent that the lawsuit is based on improper action by Contractor; and
- Any improper action by Department’s designated representative with binding authority or improper failure to act by Department within a reasonable time after delivery of notice by Contractor to Department requesting such action.

Department Directed Changes means any changes in the work (including changes in the standards applicable to the work) that the Department has directed Contractor to perform.

Design-Build (DB) means a project delivery methodology by which a using agency contracts with a single firm that has responsibility for the design and construction of a project under a single contract with the agency developing the project.

Design-Builder (DB) means the legal entity that holds the CONTRACT with UDOT. The DESIGN-BUILDER may be an individual, firm, partnership, corporation, joint venture, or combination thereof.

Design Build Team means an individual, firm, partnership, corporation, joint venture, or combination thereof, submitting a Proposal for the Project in response to this RFP (also referred to as the “Proposer”).

Design Documents means all drawings (including plans, elevations, sections, details and diagrams), specifications, reports, calculations, records and submittals necessary for design of the Project in accordance with the Contract Documents.

Designer means a Principal Participant, subcontractor or in-house designer that leads the

team performing the design of the Project.

Disadvantaged Business Enterprise (DBE) means a for-profit small business concern which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly-owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. See definition in 49 CFR, Part 26.

Environmental Laws means all Governmental Rules now or hereafter in effect relating to the environment or to emissions, discharges, releases or threatened releases of Harmful/Hazardous Materials into the environment including into the air, surface water or ground water or onto land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Harmful/Hazardous Materials or otherwise relating to the protection of public health, public welfare or the natural environment (including protection of nonhuman forms of life, land, surface water, groundwater and air) including the statutes listed in the definition of Harmful/Hazardous Materials; the National Environmental Policy act, as amended, 42 U.S.C. §§ 651 et seq.; the Hazardous Materials Transportation Act, as amended, 49 App. U.S.C. §§ 1801, the Endangered Species Act, as amended, 16 U.S.C §§ 1531 et seq.; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 et seq.; the Migratory Bird Treaty Act, 16 U.S.C. §§ 703 et seq.

Force Majeure means any of the following events (provided such events are beyond the control of Contractor and are not due to an act or omission of Contractor or any subcontractor or other Person for whom Contractor may be contractually or legally responsible) which materially and adversely affects Contractor's obligations hereunder and which event (or the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by Contractor:

- a) Any earthquake exceeding 3.5 on the Richter scale as measured within the County;
- b) Any flood on any waterway that affects the Project attaining a 100-year flood level as measured within the County;
- c) Any epidemic, blockade, rebellion, war, riot, act of sabotage, or civil commotion;
- d) Any strike, labor dispute, work slowdown, work stoppage, secondary boycott, walkout or other similar occurrence that directly affects the Site;
- e) The discovery at, near or on the Site of any archaeological, paleontological, biological or cultural resources or Hazardous or Contaminated Substances; provided that the existence of such resources or substances was not disclosed in the RFP Documents;
- f) The suspension, termination, interruption, denial or failure to obtain, non-renewal or amendment of any environmental approval;
- g) Any change in a Governmental Rule, or change in the judicial or administrative interpretation of, or adoption of any new Governmental Rule which is materially inconsistent with Governmental Rules in effect on the Proposal Due Date (subject to the exclusions set forth below); and
- h) Any lawsuit seeking to restrain, enjoin, challenge or delay construction of the Project or the granting or renewal of any Governmental Approval of the Project, except to the extent that the risk of such lawsuit has been assumed by Contractor.

The term “Force Majeure” shall be limited to the matters listed above and specifically excludes from its definition the following matters which might otherwise be considered Force Majeure:

- [i] fire or other physical destruction or damage, including lightning, explosion, drought, rain, flood not attaining a 100-year level, earthquakes under 3.5 on the Richter scale, hurricane, storm or action of the elements or other acts of God;
- [ii] except as provided in (c) above, explosion or malicious or other acts intended to cause loss or damage or other similar occurrence;
- [iii] strike, labor dispute, work slowdown, work stoppage, secondary boycott, walkout or other similar occurrence off-Site (including materials suppliers);
- [iv] the suspension, termination, interruption, denial or failure to obtain or non-renewal of any permit, license, consent, authorization or approval (including all governmental approvals other than the environmental approvals) which is necessary for the performance of the Work or the operation or maintenance of the Project, except for any such matter resulting from a lawsuit as described in (g) above;
- [v] any change in a Governmental Rule (excluding material changes in Environmental Laws) which was proposed or was otherwise reasonably foreseeable at the Proposal Due Date;
- [vi] any lawsuit relating to any new approval which is Contractor’s risk; and
- [vii] All other matters not caused by UDOT or beyond the control of UDOT and not listed in (a) through (h) above.

Governmental Rule means any statute, law, regulation, ordinance, rule, judgment, order, decree, permit, concession, grant, franchise, license, agreement, directive, guideline, policy requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any governmental Person, which is applicable to the Work or the Project, whether now or hereafter in effect.

Hazardous or Contaminated Substance or **harmful/hazardous material** means any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (“CERCLA”); the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (“RCRA”); the Toxic Substances Control Act, 15 U.S.C. 2601 et seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Governmental Rules listed in the Contaminant Management Program provisions (Part 7) or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil excluding de minimus amounts

and excluding petroleum and petroleum products contained within regularly operated motor vehicles; and (d) asbestos.

Independent Assurance (IA) means activities that are an unbiased and independent evaluation of all the sampling and testing procedures used in the acceptance program.

Lead Principal Participant means the Principal Participant who has the majority interest and/or responsibility in a partnership or joint venture and who is designated by the partnership or joint venture as having the lead responsibility for managing the DB Team's organization.

Person means any individual, corporation, company, voluntary association, partnership, trust, or unincorporated organization.

Price Proposal means the portion of the PROPOSAL that contains the Lump Sum price for the project. The price proposal does not include the technical proposal.

Principal Participant means any of the following entities:

- The Contractor (or DB Team), including an individual firm, all general partners or joint venture members of the Contractor (or DB Team); and/or
- All Persons and legal entities holding (directly or indirectly) a 15% or greater interest in the Contractor (or DB Team).

Project means the Parley's Crossing Tunnel @ I-215 (Project STP-LC35(123)) Project in its entirety as described in RFP Part 2.

Proposal means those documents submitted by a Design Build Team to the Department in accordance with the RFP. PROPOSAL includes the PROPOSER'S complete response to this RFP with properly completed PROPOSAL forms and all required supportive documentation. The proposal is made up of technical proposal and a price proposal.

Proposer means an individual, firm, partnership, corporation, joint venture, or combination thereof, submitting a Proposal for the Project in response to this RFP (also referred to as the "DB Team").

Quality Assurance (QA) means all those planned and systematic actions performed by the Contractor and/or UDOT necessary to provide confidence that all work complies with the Contract and that all materials incorporated in the Project, all equipment and all elements of the Project will perform satisfactorily for the purpose intended. Actions include, but are not limited to: design checks and reviews; inspection, including specification compliance reviews, document control and shop drawing review and approval; materials sampling and testing at production site and project site; inspection of manufacturing/processing facilities and equipment; inspection of on-site equipment, calibration of test equipment, acceptance or rejection of materials or work based on acceptance testing; and documentation of QA

activities.

Quality Control (QC) means the total of all activities performed by Contractor, Designer, producer or manufacturer to ensure that a product meets Contract requirements. This includes design procedures and checking, materials handling and construction procedures, calibration and maintenance of equipment, shop drawing review, document control, production process control, and any sampling, testing, and inspection done for these purposes. QC also includes documentation of QC efforts.

Quality Plan means the plan provided by Contractor and approved by Department as described in RFP Part 5.

Restricted Participant A RESTRICTED PARTICIPANT is a firm or individual who is only allowed to be on one DESIGN-BUILD TEAM. RESTRICTED PARTICIPANTS are defined as the following.

- The DESIGN-BUILDER and any firms or persons constituting the DESIGN-BUILDER
- Any PRINCIPAL PARTICIPANT
- The entity or persons performing construction of the underpass system.
- The entity or persons performing the design of the underpass system.
- Any person or entity that may be involved in preparing the overall construction sequencing or the overall pricing of the proposal.

Short-List means the list of those DB Teams that submitted an SOQ in response to the RFQ for this Project that the Department determined, through evaluation of SOQs were the best-qualified teams and were invited to submit Proposals.

Statement of Qualifications (SOQ) means the information prepared and submitted by a DB Team in response to the RFQ for this Project.

Technical Proposal means the pass/fail and scored portions of the proposal, but does not include the price proposal.

UDOT Standard Specifications 2002 standard specifications including changes one, two, three, four, five, six and seven any special provisions provided with this RFP.

Utah Department of Transportation

PARLEY'S CROSSING TUNNEL @ I-215

PROJECT STP-LC35(123)

REQUEST FOR PROPOSAL (RFP)

PART 2 *Scope of Work*

P2 1.0 INTRODUCTION

The State of Utah, Department of Transportation (UDOT) will construct a tunnel under I-215 that will connect the existing bicycle/pedestrian path on the east side to the trail system and park on the west side of the interstate.

P2 2.0 PROJECT DESCRIPTION

- The tunnel will be approximately 150-feet long. The project limits are defined as shown in the design drawings in RFP Part 3. Within these limits the Project will consist of the design and construction of: A structure with a design life of 30-years that will provide minimum inside dimensions of 10-feet high by 14-feet wide.
- Drainage system for storm water.
- Aesthetic treatment of retaining walls at both tunnel entrance
- Signing and striping at entrance to provide a safe intersection for bicyclists and pedestrians.
- Weatherproofing of electrical enclosures length of the tunnel.
- Adequate tunnel lighting and safety features.

P2 3.0 OBJECTIVES

The Contractor shall provide the Design and Construction of the Parley's Tunnel under I-215. All Work shall conform to UDOT's Standard Specifications (2002) including changes 1,2,3,4, 5, 6, 7 and Special Provisions, American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials, Inc. (AASHTO), and other generally accepted practices as approved by UDOT. The entire Project shall be completed no later than August 23, 2004. All construction shall be complete within the existing Salt Lake County, Salt Lake City, and/or UDOT's Right-of-Way.

The Contractor shall design and construct a safe, efficient, cost conscious, aesthetic, and environmentally compatible tunnel; drainage for storm water; cast-in-place or pre-cast structure; and weatherproofing of electrical enclosures the length of the tunnel. The Contractor shall provide all equipment, materials and personnel to complete the design and construction.

P2 4.0 CONTRACTOR RESPONSIBILITIES

The successful DB Team shall be responsible for furnishing all labor, materials, plant, equipment, services and support facilities for the following:

- Design and construction of all Project components;
- Project design and construction management;
- Project-related Public Information/Community Relations;
- Coordination with Project Stakeholders, other contractors and utility owners;
- Design Quality Control and Quality Assurance (see RFP Part 5);

- Construction Quality Control (see RFP Part 5);
- Environmental compliance monitoring;
- Maintenance of traffic (see RFP Part 4, Special Provision 01554M, Traffic Control Plans and Special Provision 01554S Traffic Control Plans – Option 1);
- Project safety and security;
- Preliminary engineering, such as surveys and geotechnical investigations not provided by Department;
- Drainage and erosion control and construction waste disposal and handling;
- Obtaining required clearances, licenses, construction easements and permits for Contractor work, work sites, storage areas, etc., on or off site;
- Ancillary works, such as temporary fencing, relocation of drainage and work sites;
- Location, acquisition, permits and transportation for materials;
- Site clearance, demolition and restoration;
- Maintenance of the Project during the Contract period;
- Provide design and construction in accordance with Preliminary Engineering shown in RFP Part 3;
- Survey to construct design;
- Coordination with UDOT's Project Manager;
- Removal of conflicting striping when appropriate; and
- All other permanent features such as permanent striping, guardrail and delineator posts.

P2 5.0 DEPARTMENT FURNISHED INFORMATION

The following is a summary of the information to be furnished by the Department:

- **Survey:** Existing Survey data is provided in the RFP Reference Documents Part 3;
- **Preliminary geotechnical investigation:** Boring Log investigation data is provided in the RFQ Addendum Reference Documents or by contacting Gary Horton at ghorton@stantec.com;
- **Utilities:** Utility systems are present within the limits of the Project. Study to identify existing utilities is complete, the results of which are included in the RFP Reference Documents;
- **Right-of-Way (ROW):** The Project shall be constructed entirely within existing UDOT right-of-way;
- **Environmental:** Within the Project limits the appropriate environmental clearances for all required Work, with the exception of water permits and staging areas, have been obtained by UDOT; and
- **Aesthetic Design Guidelines:** Guidelines are provided in RFP Part 4.

Utah Department of Transportation

PARLEY'S CROSSING TUNNEL @ I-215

PROJECT STP-LC35(123)

REQUEST FOR PROPOSAL (RFP)

PART 3 *Design Sheets*

Existing Conditions

Layout

Profile Requirements

Typical Sections Requirements

Lighting System Requirements

Maintenance of Traffic Plan

Boring Log

Utah Department of Transportation

PARLEY'S CROSSING TUNNEL @ I-215

PROJECT STP-LC35(123)

REQUEST FOR PROPOSAL (RFP)

PART 4 *Special Provisions*

SPECIAL PROVISION
STP-LC35(123)
SECTION 00120M Part 1
INSTRUCTIONS TO BIDDERS

**DELETE SECTION 1.7 SECTION 00120M PART 1 OF THE UDOT
STANDARD SPECIFICATIONS AND REPLACE WITH THE
FOLLOWING:**

**1.7 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND
WORK SITE**

- A. Examine proposed Work Site and all documents before submitting a Proposal:
 - 1. Design-Builder is responsible for all site conditions that should have been discovered had a reasonable site investigation been performed;
 - 2. The Department considers that submitting a Proposal is conclusive evidence that the Design-Builder knows the conditions to be encountered in performing the Work and the requirements of the proposed Contract;
 - 3. Existing Bike Path & Existing Pavement on I-215
- B. All Department boring logs and other records of subsurface investigations are available for information only and can be used as a baseline for Builder's own design and estimating cost. It is understood that such information was provided and used for Department preliminary design and estimating purposes only. The Boring Log data can be found in the RFQ documents or by contacting Gary Horton at ghorton@stantec.com.
- C. Design-Builder is permitted to converse with Department personnel who know about the Project, plans, specifications, materials sites, or conditions generally prevailing in the area of the proposed work to aid in pre-bid investigations:
 - 1. Design-Builder conducts independent investigation, including a visit to the site of the Work; and
 - 2. The UDOT Engineer is available by appointment.
- D. The Department is bound by written statements or representations and descriptions of conditions and work only. No oral explanations or instructions are binding.
- E. Contact the UDOT Project Manager to request explanations of the RFP documents not later than 14 days prior to Proposal Due Date to allow a reply before Proposal submission. The Department responds to written requests to all prospective Design-Builders by certified letter or electronic communications before the specified time for receiving Proposals.

- F. Design-Builder acknowledges that it has investigated the nature and location of the Work and knows the general and local conditions that can affect the Work or its cost, including but not limited to:
1. Conditions bearing upon transportation, disposal, handling, and storage of materials;
 2. The availability of labor, water, electric power, and roads;
 3. Uncertainties of weather, river stages, irrigation channel and aqueduct flow, lake and reservoir levels, or similar physical conditions of the ground; and
 4. The type of equipment and facilities needed preliminary to and during work performance.
- G. The character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is ascertainable from an inspection of the site, as well as from the drawings and specifications and all exploratory work made available by the Department is the responsibility of the **Design-Build Team**.
- H. Failure to take the actions described and acknowledged in this Section, this article (“Examination of Plans, Specifications, Special Provisions And Work Site”) does not relieve the Design-Builder of the responsibility for estimating the difficulty and cost of successfully performing the Work, or from proceeding to successfully perform the Work without additional cost to the Department.

SPECIAL PROVISION
STP-LC35(123)
SECTION 00120M Part 1
INSTRUCTIONS TO BIDDERS

**DELETE SECTION 1.12 SECTION 00120M PART 1 OF THE UDOT
STANDARD SPECIFICATIONS AND REPLACE WITH THE
FOLLOWING:**

1.12 WITHDRAWAL OR REVISION OF PROPOSALS

- A. Proposal may be withdrawn or revised prior to the Proposal Due Date.
- B. Provide the request for withdrawal or revision to the Department in writing or a telephone call followed by documented electronic communications prior to the Proposal Due Date.
- C. See also, Special Provision 00515M, Article 1.2.

SPECIAL PROVISION
STP-LC35(123)
SECTION 00120M Part 1
INSTRUCTIONS TO BIDDERS

**DELETE SECTION 1.16 SECTION 00120M PART 1 OF THE UDOT
STANDARD SPECIFICATIONS AND REPLACE WITH THE
FOLLOWING:**

1.16 NON-COLLUSIVE PROPOSAL CERTIFICATION

- A. By submitting this Proposal, each bidder and each person signing on behalf of any Design-Builder certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Design-Builder or with any competitor for the purpose of restricting competition;
 - 2. Unless required by law, the prices that have been quoted in this proposal have not been and will not be knowingly disclosed by the Design-Builder, directly or indirectly, to any other Design-Builder or competitor before opening of Proposals;
 - 3. No attempt has been made or will be made by the Design-Builder to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition; and
 - 4. The signers of the Proposal will tender to the Department a sworn statement that the named Design-Builder(s) has not, whether directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive bidding in connection with this Proposal.
- B. The Department considers no Proposal for award, nor makes no award where there has not been compliance with this article, paragraph A, except as follows:
 - 1. If the Design-Builder cannot make the foregoing certification, the Design-Builder must furnish with the proposal a signed statement that describes in detail the reasons why the certification cannot be made; and
 - 2. The Executive Director, or designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. Any of the following does not constitute a disclosure within the meaning of this article, paragraph A, line 1:
 - 1. A Design-Builder has published price lists, rates, or tariffs covering items being procured;

2. A Design-Builder has informed prospective customers of proposed or pending publication of new or revised price lists for such items; and
 3. A Design-Builder has sold the same items to other customers at the same prices being bid.
- D. A Proposal made by a corporation is considered authorized by the board of directors of the Design-Builder. Authorization is defined as signing and submitting the proposal, and includes the declaration of non-collusion on the part of the corporation.

E. **UTAH DEPARTMENT OF TRANSPORTATION NON-COLLUSIVE PROPOSAL CERTIFICATION**

“I declare under penalty of perjury under the laws of the United States and the State of Utah that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free competition on this Project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by the Utah Department of Transportation, with regard to this Contract”.

- F. Signing the Proposal **certifies compliance** with all provisions of this Non-Collusive Proposal Certification. Submit Form NC (**Appendix A**).

SPECIAL PROVISION
STP-LC35(123)
SECTION 00121S
DESIGN-BUILD COST GUIDELINES

The Utah Department of Transportation requires all costs of measurement and basis of payment to be included in the guaranteed lump sum price included in the Proposal.

Measurement of or payment for individual items of work will not be made.

SPECIAL PROVISION
STP-LC35(123)
SECTION 00211S
STANDARD SPECIFICATIONS

The Utah Department of Transportation requires all Design-Builders to follow the 2002 Standard Specification Book including changes 1,2,3,4, UDOT Supplemental Specifications, and UDOT Standard Drawings, with the following general modifications:

- A. All survey data furnished by the Department will be in U.S. standard measure. Submit all design information, survey, and as built documents in U.S. standard measure.
- B. Estimated quantities of concrete, asphalt or other items where QC and/or QA testing will be performed shall be furnished by the Design-Builder in U.S. standard measure.
- C. Minimum Sampling and Testing Requirements are modified in RFP Part 5, Appendix A.
- D. Submit Proposal in U.S. standard measure.

SPECIAL PROVISION
STP-LC35(123)
SECTION 00222S
LANE RENTAL

PART 1 GENERAL:

1.1 SUMMARY

- A. This contract contains a Lane Rental Procedure that is part of the Price + Lane Rental Bidding Process, and which provides an incentive/disincentive to the Contractor for minimizing the duration of lane and shoulder closures.

This section describes how the bid item Lane Rental is to be priced, and how Lane Rental is used to provide an incentive/disincentive to the Contractor for minimizing the duration of lane and shoulder closures. See 00515M AWARD AND EXECUTION OF CONTRACTS regarding how Lane Rental affects the selection process.

There is no physical work to be accomplished under this item. Lane Rental is a bid item, but it is not a pay item. No payment will be made under the bid item Lane Rental. For explanation of how payments or credits will be made for the incentive/disincentive associated with Lane Rental, refer to Section 00222S Article 1.9.

1.2 RELATED SECTIONS

- A. 00515 AWARD AND EXECUTION OF CONTRACTS
- B. 00555 PROSECUTION AND PROGRESS
- C. 00570 DEFINITIONS

1.3 DEFINITIONS

- A. **Rental hour** – Any continuous 60 minute period or fraction thereof rounded up to the nearest 1/4 hour, beginning when a lane and or shoulder is closed or obstructed, and ending when the lane and or shoulder is open or the obstruction removed. It includes traffic control setup and takedown.
- B. **Lane closure** - For the purpose of assessing rental charges, lane closure means denying any lane or any portion of a lane to traffic. A lane reduced to less than 11 feet is considered a lane closure.
- C. **Hourly Rental Rates** - The amount, as shown in the specifications, which represents the hourly cost of interference and inconvenience to the road user for each lane and/or shoulder closure.

1.4 PRICING THE BID ITEM “LANE RENTAL”

To allow application of Lane Rental to more than one roadway requiring different restrictions in the performance of the work and having different rental charges and timing requirements, the following requirements apply:

- A. Determine the lump sum price for the bid item titled Lane Rental as follows.
 - 1. Determine the number of Lane Rental Hours required to perform the work for each roadway, direction, closure, day of week, and time of day as indicated in the table below. When determining the number of Lane Rental hours, consider all requirements of the contract.
 - 2. Multiply the Lane Rental cost-rate in column I by the corresponding number of closure hours determined by the Contractor in column J, and record the product in column K.
 - 3. Repeat step 3 for all CODES (column A) listed in the table.
 - 4. The sum of all Lane Rental Costs in column K is the lump sum amount to be bid for the bid item "Lane Rental".
- B. If the Bidder does not submit a bid for the Lane Rental item, the Department will consider the bid non-responsive.
- C. Negative amounts are not permitted for the Lane Rental bid item. Bidders are advised not to spread anticipated lane rental costs within other items of the contract, as unbalancing occurs and the bid proposal may be rejected.
- D. Lane rental is not a pay item. It is a bid item used by the Department to determine an incentive/disincentive amount to encourage the Contractor to efficiently use lane closures to minimize delay to the traveling public.
- E. The contractor shall maintain the minimum number of lanes open as specified in the contract.
- F. The Lane Rental item has been included in the contract to allow Bidders to account for the lane rental charges that will be made in accordance with this specification. Therefore, the amount bid for this item should be based on the Bidders' estimate of rental hours and the amount charged for each rental hour specified in this Special Provision.

TABLE 00222.1.4.a

A	B	C	D	E	F	G	H	I	J	K
CODE	ROADWAY	DIRECTION	ROADWAY REQUIREMENTS	START TIME		FINISH TIME		RENTAL RATE	TOTAL DURATION	LANE RENTAL COST
				Day	Hour	Day	Hour	\$ per hour	Hours	Dollars
1	I-215	Northbound	Two lanes open	Mon	5am	Mon	10pm	\$200/hr	____ hrs	\$_____
2	I-215	Northbound	Two lanes open	Mon	10pm	Tues	5am	\$50/hr	____ hrs	\$_____
3	I-215	Northbound	Two lanes open	Tues	5am	Tues	10pm	\$200/hr	____ hrs	\$_____
4	I-215	Northbound	Two lanes open	Tues	10pm	Wed	5am	\$50/hr	____ hrs	\$_____
5	I-215	Northbound	Two lanes open	Wed	5am	Wed	10pm	\$200/hr	____ hrs	\$_____
6	I-215	Northbound	Two lanes open	Wed	10pm	Thurs	5am	\$50/hr	____ hrs	\$_____
7	I-215	Northbound	Two lanes open	Thurs	5am	Thurs	10pm	\$200/hr	____ hrs	\$_____
8	I-215	Northbound	Two lanes open	Thurs	10pm	Fri	5am	\$50/hr	____ hrs	\$_____
9	I-215	Northbound	Two lanes open	Fri	5am	Fri	11m	\$200/hr	____ hrs	\$_____
10	I-215	Northbound	Two lanes open	Fri	11m	Sat	10am	\$50/hr	____ hrs	\$_____
11	I-215	Northbound	Two lanes open	Sat	10am	Sat	8pm	\$200/hr	____ hrs	\$_____
12	I-215	Northbound	Two lanes open	Sat	8pm	Sun	6am	\$50/hr	____ hrs	\$_____
13	I-215	Northbound	Two lanes open	Sun	6am	Sun	10pm	\$50/hr	____ hrs	\$_____
14	I-215	Northbound	Two lanes open	Sun	10pm	Mon	5am	\$50/hr	____ hrs	\$_____

TABLE 00222.1.4.b

A	B	C	D	E	F	G	H	I	J	K
CODE	ROADWAY	DIRECTION	ROADWAY REQUIREMENTS	START TIME		FINISH TIME		RENTAL RATE	TOTAL DURATION	LANE RENTAL COST
				Day	Hour	Day	Hour	\$ per hour	Hours	Dollars
1	I-215	Northbound	One lane open	Mon	5am	Mon	10pm	\$500/hr	____ hrs	\$_____
2	I-215	Northbound	One lane open	Mon	10pm	Tues	5am	\$50/hr	____ hrs	\$_____
3	I-215	Northbound	One lane open	Tues	5am	Tues	10pm	\$500/hr	____ hrs	\$_____
4	I-215	Northbound	One lane open	Tues	10pm	Wed	5am	\$50/hr	____ hrs	\$_____
5	I-215	Northbound	One lane open	Wed	5am	Wed	10pm	\$500/hr	____ hrs	\$_____
6	I-215	Northbound	One lane open	Wed	10pm	Thurs	5am	\$50/hr	____ hrs	\$_____
7	I-215	Northbound	One lane open	Thurs	5am	Thurs	10pm	\$500/hr	____ hrs	\$_____
8	I-215	Northbound	One lane open	Thurs	10pm	Fri	5am	\$50/hr	____ hrs	\$_____
9	I-215	Northbound	One lane open	Fri	5am	Fri	11m	\$500/hr	____ hrs	\$_____
10	I-215	Northbound	One lane open	Fri	11m	Sat	10am	\$50/hr	____ hrs	\$_____
11	I-215	Northbound	One lane open	Sat	10am	Sat	8pm	\$500/hr	____ hrs	\$_____
12	I-215	Northbound	One lane open	Sat	8pm	Sun	6am	\$50/hr	____ hrs	\$_____
13	I-215	Northbound	One lane open	Sun	6am	Sun	10pm	\$50/hr	____ hrs	\$_____
14	I-215	Northbound	One lane open	Sun	10pm	Mon	5am	\$50/hr	____ hrs	\$_____

TABLE 00222.1.4.C

A	B	C	D	E	F	G	H	I	J	K
CODE	ROADWAY	DIRECTION	ROADWAY REQUIREMENTS	START TIME		FINISH TIME		RENTAL RATE	TOTAL DURATION	LANE RENTAL COST
				Day	Hour	Day	Hour	\$ per hour	Hours	Dollars
15	I-215	Southbound	Two lanes open	Mon	5am	Mon	10pm	\$200/hr	____ hrs	\$_____
16	I-215	Southbound	Two lanes open	Mon	10pm	Tues	5am	\$50/hr	____ hrs	\$_____
17	I-215	Southbound	Two lanes open	Tues	5am	Tues	10pm	\$200/hr	____ hrs	\$_____
18	I-215	Southbound	Two lanes open	Tues	10pm	Wed	5am	\$50/hr	____ hrs	\$_____
19	I-215	Southbound	Two lanes open	Wed	5am	Wed	10pm	\$200/hr	____ hrs	\$_____
20	I-215	Southbound	Two lanes open	Wed	10pm	Thurs	5am	\$50/hr	____ hrs	\$_____
21	I-215	Southbound	Two lanes open	Thurs	5am	Thurs	10pm	\$200/hr	____ hrs	\$_____
22	I-215	Southbound	Two lanes open	Thurs	10pm	Fri	5am	\$50/hr	____ hrs	\$_____
23	I-215	Southbound	Two lanes open	Fri	5am	Fri	10pm	\$200/hr	____ hrs	\$_____
24	I-215	Southbound	Two lanes open	Fri	10pm	Sat	10am	\$50/hr	____ hrs	\$_____
25	I-215	Southbound	Two lanes open	Sat	10am	Sat	8pm	\$200/hr	____ hrs	\$_____
26	I-215	Southbound	Two lanes open	Sat	8pm	Sun	6am	\$50/hr	____ hrs	\$_____
27	I-215	Southbound	Two lanes open	Sun	6am	Sun	10pm	\$50/hr	____ hrs	\$_____
28	I-215	Southbound	Two lanes open	Sun	10pm	Mon	5am	\$50/hr	____ hrs	\$_____

TABLE 00222.1.4.d

A	B	C	D	E	F	G	H	I	J	K
CODE	ROADWAY	DIRECTION	ROADWAY REQUIREMENTS	START TIME		FINISH TIME		RENTAL RATE	TOTAL DURATION	LANE RENTAL COST
				Day	Hour	Day	Hour	\$ per hour	Hours	Dollars
29	I-215	Southbound	One lane open	Mon	5am	Mon	10pm	\$500/hr	____ hrs	\$_____
30	I-215	Southbound	One lane open	Mon	10pm	Tues	5am	\$50/hr	____ hrs	\$_____
31	I-215	Southbound	One lane open	Tues	5am	Tues	10pm	\$500/hr	____ hrs	\$_____
32	I-215	Southbound	One lane open	Tues	10pm	Wed	5am	\$50/hr	____ hrs	\$_____
33	I-215	Southbound	One lane open	Wed	5am	Wed	10pm	\$500/hr	____ hrs	\$_____
34	I-215	Southbound	One lane open	Wed	10pm	Thurs	5am	\$50/hr	____ hrs	\$_____
35	I-215	Southbound	One lane open	Thurs	5am	Thurs	10pm	\$500/hr	____ hrs	\$_____
36	I-215	Southbound	One lane open	Thurs	10pm	Fri	5am	\$50/hr	____ hrs	\$_____
37	I-215	Southbound	One lane open	Fri	5am	Fri	11pm	\$500/hr	____ hrs	\$_____
38	I-215	Southbound	One lane open	Fri	11pm	Sat	10am	\$50/hr	____ hrs	\$_____
39	I-215	Southbound	One lane open	Sat	10am	Sat	8pm	\$500/hr	____ hrs	\$_____
40	I-215	Southbound	One lane open	Sat	8pm	Sun	6am	\$50/hr	____ hrs	\$_____
41	I-215	Southbound	One lane open	Sun	6am	Sun	10pm	\$50/hr	____ hrs	\$_____
42	I-215	Southbound	One lane open	Sun	10pm	Mon	5am	\$50/hr	____ hrs	\$_____

Parley's Crossing Tunnel @ I-215
Project STP-LC35(123)

Special Provisions
Issue Date 04-01-04

TABLE 00222.1.4.e

A	B	C	D	E	F	G	H	I	J	K
CODE	ROADWAY	DIRECTION	CLOSURE	START TIME		FINISH TIME		RENTAL RATE	TOTAL DURATION	LANE RENTAL COST
				Day	Hour	Day	Hour	\$ per hour	Hours	Dollars
44	Foot / Bike Trail	Foot / Bike Trail	Any direction	any day of the week*	dawn*	*any day of the week	dusk	\$20/hr	_____hrs	\$_____

*Single hourly rate for all daylight hours closed during the allowable 40 consecutive calendar day daytime closure period..

1.5 ASSESSMENT AND ACCRUAL OF LANE RENTAL CHARGES

A. DESCRIPTION OF LANE RENTAL WORK

Lane Rental charges will be assessed against the contractor for all times when lanes are closed during times allowed for lane closures in the contract, and will accrue throughout the life of the contract.

Closure of lanes outside of the parameters provided for Lane Rental will result in liquidated damages being assessed at 1.5 times the highest Lane Rental rate. These liquidated damages are for the recovery of the cost to the public for increased user costs and contract administration.

B. CONDITIONS APPLICABLE DURING THE PERFORMANCE OF WORK TO WHICH LANE RENTAL APPLIES

Prior to any lane closures the DESIGN-BUILD Team must;

- 10 days advance written notification of anticipated closures;
- 7 days in advance place any variable message signs in accordance with the required Maintenance of Traffic Specification;
- Have approved traffic control drawings designating lane widths, shoulder widths, shy distances and any barrier locations; and
- Have written emergency plan in place in case of any accidents or other emergency actions that may be necessary;
- Provide a minimum lane width of 11 feet, and minimum shoulder widths of 2 feet in order for a lane to be considered open.

C. MEASUREMENT

The Contractor shall be responsible for documenting Lane Rental on a form approved by the Engineer, and for submitting this documentation to the Engineer for approval. These documents will be the source documents for measurement of

Lane Rental assessed and accrued. The Engineer's decision shall be final in resolving disputes regarding Lane Rental.

This documentation shall be submitted to the Engineer every Monday, covering lane Rental usage for the previous week. As a minimum, the documentation shall include the following:

1. Every day of the week shall be shown separately, and every day shall be documented, whether Lane Rental is used or not.
2. For each lane rental location, show the hour and minute the lane rental began, the hour and minute the lane rental ended, the total duration of the lane closure in hours and minutes recorded to the nearest minute, the total duration of the lane closure in hours rounded up to the nearest 0.25 hours, the lane affected, the centerline designation of the roadway, the starting station of the closure, the ending station of the closure, the Lane Rental Rate, and the extended lane rental charge.
3. Measure Lane Rental by the hour rounded up and recorded to the nearest 1/4 hour.
4. The cumulative Lane Rental accrued to date.
5. The balance of Lane Rental remaining, calculated as the difference between the Lane Rental Bid Item and the Lane Rental accrued to date.

Determine the number of lane and/or shoulder closures by counting the number of lane and/or shoulder locations subject to closure as defined above.

D. ASSESSMENT OF LANE RENTAL CHARGES

Multiplying the number of rental hours by the appropriate rental charge for each closure specified in the contract and summing the products will determine Lane Rental charges. For the purpose of determining rental charges, a fraction of each 15-minute increment shall be considered a whole 15-minute increment.

E. ACCRUAL OF LANE RENTAL CHARGES

A tally of cumulative Lane Rental charges shall be kept throughout the life of the project, and subtracted each month from the original lump sum bid for this item.

1.9 INCENTIVE/DISINCENTIVE

- A. Payments/deductions to the contractor will be based on the difference between the Lane Rental bid amount and the actual lane rental charges assessed. Payment for the incentive, or a credit for the disincentive, will be made administratively in the project accounting system by an administrative incentive/disincentive detail.

- B. **DISINCENTIVE** - PAYMENTS DEDUCTED FROM THE CONTRACTOR – if applicable, by lump sum. If the accrued Lane Rental charges exceed the amount of Lane Rental bid by the contractor, the Department will deduct the difference from moneys due the contractor. These deductions will begin on the first progress payment when the accrued lane rental charges exceed the Lane Rental bid by the contractor.
- C. **INCENTIVE** - PAYMENTS TO THE CONTRACTOR - if applicable, by lump sum. If the actual lane rental charges accrued after completion of the project are less than the Lane Rental bid amount, UDOT will pay the contractor the difference. The maximum payment shall not exceed **\$30,000**.
- D. If the contractor fails to complete the project on time for the same day that lane rental charges are assessed, the contractor will be assessed liquidated damages along with any lane rental charges.

SPECIAL PROVISION
STP-LC35(123)
SECTION 00515M
AWARD AND EXECUTION OF CONTRACTS

DELETE SECTION 1.1 SECTION 00515M OF THE UDOT STANDARD SPECIFICATIONS AND REPLACE WITH THE FOLLOWING:

1.1 RELATED SECTIONS

- | | | |
|----|--------|----------------------------------|
| A. | 00222S | Lane Rental |
| B. | 00515 | Award and Execution of Contracts |
| C. | 00555 | Prosecution and Progress |
| D. | 00570 | Definitions |

Revise the title of Article 1.2 to the following:

1.2 CONSIDERATION OF BID PROPOSALS: PRICE + LANE RENTAL BIDDING

Delete Subsection A of Article 1.2 CONSIDERATION OF BID PROPOSALS and replace with the following:

- A. This project uses a Price + Lane Rental bidding process. Price + Lane Rental bidding (1) provides for determination of the low Bidder to be based on the price of construction, plus the cost to the public associated with lane and shoulder closures; and (2) provides an incentive/disincentive to the Contractor for minimizing the duration of lane and shoulder closures based on durations established by the Contractor at the time of bid.

The Department opens and reads the Bid Proposals, then compares them on the basis of the summation of the products of the quantities and unit bid prices. The low bid is determined by using a Price + Lane Rental (P+LR) bidding method, as follows.

1. The bid consists of a Price component and a Lane Rental component.
2. The Price component is the sum of the products of the quantities and unit bid prices for the pay items in the contract.
3. Lane Rental is not a pay item.
4. The Lane Rental component is the lump sum dollar amount bid for the bid item titled Lane Rental.
5. The bid amount, for purposes of bid comparisons to determine the low Bidder, is determined by summing the Price component with the amount bid for Lane Rental, as shown in the following equation:

$$\text{Bid Amount} = \text{Price} + \text{Lane Rental}$$

This summation is only used to determine the successful Bidder. It is not used to determine the award amount nor final payment to the Contractor when the project is completed.

1. Department makes the results of the comparisons available to the public.
2. The unit bid prices govern if a discrepancy exists between unit bid prices and extensions.

SPECIAL PROVISION
STP-LC35(123)
SECTION 00555M
PROSECUTION AND PROGRESS

PART 1 GENERAL, SECTION 1.12 LIMITATION OF OPERATIONS, is supplemented with the following:

C. LANE CLOSURES

In order to provide for efficient traffic flow at the junction of I-80 and I-215 near the mouth of Parley's Canyon and the adjacent interchange with Foothill Boulevard, there are times when the Contractor shall keep all lanes open without restrictions of any kind. Therefore, the Contractor shall not obstruct, divert, delay, detour, or in any other way hinder traffic flow in any lane or on the shoulders on I-80, I-215, Foothill Boulevard or its ramps associated with those roadways or freeways when the University of Utah is in session for Spring Semesters: January 12th thru April 28th, and May 7th (Graduation Ceremonies), this does not include the weekends and the dates of January 19th, February 16th, and the week of March 15th-19th. When a sporting event, concert, or other public activity occurs at the Huntsman Center, Rice Eccels Stadium, Kingsbury Hall or Red Butte Gardens that has the potential to draw 5,000 or greater spectators and / or participants, Lane Rental will not be allowed. Failure by the Contractor to keep all lanes open as described will result in assessment of liquidated damages in the amount of 1.5 times the maximum lane rental fee for that day of the week for every 15 minutes or fraction thereof, at each location.

At all times, there shall be at least one northbound lane of I-215 open and one southbound lane of I-215 open, which serves via appropriate traffic control, both the Foothill Boulevard on ramp and the through traffic flowing from I-80 to I-215.

The Contractor may close the "J-Ramp" from I-80 westbound to I-215 northbound for the duration of the project, subject to the restrictions noted above.

Daytime closures of the trail immediately adjacent to the east side of the project area shall occur only inside a single time period of 40 consecutive calendar days. The 40 consecutive calendar day period shall begin on the first daytime closure of the trail, and shall end a maximum of 40 consecutive calendar days later, without regard to whether the trail is closed every day during the closure period or not. For example, if the first daytime trail closure is June 1, and the trail is closed intermittently from June 1 to July 10, no trail closures will be allowed after July 10.

Also, the trail shall be closed from dusk to dawn for the duration of the project. During the closure periods, the Contractor shall fence off the trail at the bridges on the north and south ends. Such closures shall be appropriately signed. For the remainder of the contract time, the trail shall remain open for the safe passage of foot and bike traffic.

Other Interstate projects will may proceed during the length of the Parley's Crossing Project STP- LC35 (123) coordination. If there are any lane closures that begin prior to this projects work zone and extend through this projects work zone, it will still be considered as a closure and assessed a lane rental fee as detailed in section 00222S. The DESIGN-BUILD Team is encouraged to coordinate with other interstate projects and the awarded contractor.

SPECIAL PROVISION
STP-LC35(123)
SECTION 00570M
DEFINITIONS

DELETE SECTION SECTION 1.2, A, 1 SECTION 00570M OF THE UDOT STANDARD SPECIFICATIONS AND REPLACE WITH THE FOLLOWING:

6. **P+LR Bidding:** Price plus Lane-Rental bidding.

DELETE SECTION SECTION 1.2, A, 20 SECTION 00570M OF THE UDOT STANDARD SPECIFICATIONS AND REPLACE WITH THE FOLLOWING:

20. **Contract Bid Item:** A specific unit of work for which a price is provided in the contract. For projects that include P+LR bidding, Lane Rental is a bid item.
- 20a. **Contract Pay Item:** A specific unit of work for which a price is provided in the contract. An exception to this is the item "Lane Rental", which is not a pay item. No payment will be made for bid item titled Lane Rental.

DELETE SECTION SECTION 1.2, A SECTION 00570M OF THE UDOT STANDARD SPECIFICATIONS IS REVISED TO INCLUDE THE FOLLOWING:

92. **Contract Amount (PRICE component)** - The summation of the products of the quantities shown in the bid schedule multiplied by the unit bid prices for the items in Bid Proposal, but not including Lane Rental.
93. **Lane Rental Cost (LANE RENTAL component)** A lump sum bid item for which there is no pay. The sum of the product of the hourly costs of impacts to the traveling public for the Contractor taking lanes and shoulders, multiplied by the corresponding number of hours estimated by the Contractor needed to close lanes and shoulders.

SPECIAL PROVISION
STP-LC35(123)
SECTION 00725M
SCOPE OF WORK

DELETE ARTICLE 1.3 SECTION 00725M OF THE UDOT STANDARD SPECIFICATIONS AND REPLACE WITH THE FOLLOWING:

1.3 VOLUNTARY PARTNERING

- A. “Voluntary partnering” does not change the legal relationship of the parties to the Contract, and does not relieve either party from any of the terms of the Contract.
- B. The Department encourages the formation of a strong partnership among the Department, the Design-Builder, and the Design-Builder’s principal subcontractors. This partnership draws on the strengths of each organization to identify and achieve mutual goals.
- C. To implement the partner initiative, the Design-Builder should contact the Department’s Engineer within 30 days of Notice of Award and before the pre-work conference. The Project Manager will facilitate a planning meeting to determine attendees, agenda, duration, and location of a partnering workshop.
- D. Partnerships are multilateral and participation is totally voluntary. Both the Department and the Design-Builder agree to share equally any costs to accomplish the partnering, except each shall pay full costs associated with its staff attending partnering sessions.
- E. Persons who should attend the workshop:
 - 1. Design-Build Team corporate level manager;
 - 2. Design-Build Team key project supervisory personnel (Construction and Design);
 - 3. Principal subcontractors;
 - 4. Department’s Deputy Construction Engineer;
 - 5. Department’s Region Construction Engineer;
 - 6. The Resident Engineer and Key Project Personnel;
 - 7. Department’s Region Preconstruction Engineer;
 - 8. The UDOT Project Manager;
 - 9. Representatives of major Utilities; and
 - 10. Design-Builder’s Construction QA Manager.
- F. Follow-up workshops may be held periodically as agreed by the Design-Builder and the Department.

SPECIAL PROVISION
STP-LC35(123)
SECTION 00725M
SCOPE OF WORK

DELETE ARTICLE 1.19 SECTION 00725M OF THE UDOT STANDARD SPECIFICATIONS AND REPLACE WITH THE FOLLOWING:

1.19 VALUE ENGINEERING - CONTRACTOR PROPOSALS

- A. A VECP is a Proposal developed, prepared and submitted by Design-Builder, labeled as a VECP which requires a change in the Contract Documents in order to be implemented; and reduces the cost of the work without impairing essential functions or characteristics of the work as determined by the Department in its sole discretion, and provided that it is not based solely upon a change in quantities. Savings resulting from a Value Engineering Change Proposal (VECP) offered by the Design-Builder and approved by the Department are shared equally.
- B. Base Contract Proposal prices on specified work rather than on VECPs that are subject to Department approval. If a VECP is rejected, complete the Contract as proposed.
- C. The Department considers Proposals that may potentially result in savings without damaging essential functions and characteristics of the facility, including but not limited to relative service life, economy of operation, ease of maintenance, desired ability, safety, environmental and aesthetics impacts, and approximate estimated savings.
- D. The Department may request Design-Builder to develop and submit a specific VECP. Design-Builder has the right to refuse to consider such Department requested VECP.
- E. Any request or recommendation to incorporate contents of Proposals submitted by unsuccessful Proposers will not be considered a VEC Proposal.
- F. The Departments right of sole discretion shall relate to its decision to accept or reject any VECP.

SPECIAL PROVISION
STP-LC35(123)
SECTION 00725M
SCOPE OF WORK

DELETE ARTICLE 1.20 SECTION 00725M OF THE UDOT STANDARD SPECIFICATIONS AND REPLACE WITH THE FOLLOWING:

1.20 VALUE ENGINEERING - SUBMITTING PROPOSALS

- A. Submit the following materials and information with each Proposal:
 - 1. A statement that the submission is a VECP;
 - 2. A description of the existing work and the proposed changes for performing the work. Discuss the comparative advantages and disadvantages of each;
 - 3. A complete set of plans and specifications showing proposed revisions to the original Contract;
 - 4. A detailed cost estimate for performing the work under the existing Contract and under the proposed change;
 - 5. A time frame within which the Department must make a decision;
 - 6. A statement of the probable effect the Proposal would have on the Contract completion time; and
 - 7. A description of any previous use or tests of the Proposal, the conditions, and the result and the dates, project numbers, and the Department's action on the Proposal if previously submitted.
- B. The Department determines and notifies the Design-Builder within 5 working days that there is insufficient review time for a response.
- C. The Department evaluates the need for a non-compensable delay adjustment to the Contract based on additional review time necessary and its effect on the Design-Builder's schedule.
- D. The Design-Builder has no claim against the Department for compensable or noncompensable delay resulting from the failure to respond within the time indicated in this Section, article, "Value Engineering - Submitting Proposals", when additional information is necessary to complete the review.

SPECIAL PROVISION
STP-LC35(123)
SECTION 00725M
SCOPE OF WORK

DELETE ARTICLE 1.21 SECTION 00725M OF THE UDOT STANDARD SPECIFICATIONS AND REPLACE WITH THE FOLLOWING:

1.21 VALUE ENGINEERING - CONDITIONS FOR PROPOSALS

- A. The Department only considers VECs that meet the following conditions:
 - 1. Value Engineering Proposals, regardless of their approval by the Department, apply only to the current Proposal and become property of the Department:
 - a. Submit Proposals without restrictions on use or disclosure;
 - b. The Department may duplicate or disclose any data necessary to use the Proposal;
 - c. The Department can apply a Proposal for general use on other Contracts it administers; and
 - d. The purpose of this provision is to ensure legal right with respect to patented materials or processes.
- B. Use only proven features that have been employed under similar conditions or projects acceptable to the Department.
- C. The Department decides whether or not to accept a Proposal. Basis for Proposal rejection include requirements for excessive review, evaluation, and/or investigation, or inconsistency with project design policies or criteria.
- D. The Department rejects Proposals that:
 - 1. Provide equivalent options to those already in the Contract.
- E. The Department **may** reject Proposals that:
 - 1. Contain revisions the Department is already considering or has approved for the Contract;
 - 2. Do not generate sufficient savings; and
 - 3. Do not provide additional information as requested by the Department including requests for field investigation results and surveys, design computations, and field change sheet for proposed design changes.
- F. If the Proposal is rejected, the Design-Builder has no claim to additional costs or delays, including development costs, loss of anticipated profits, or increased material or labor costs.

- G. The Engineer can reject all unsatisfactory work resulting from an approved Proposal:
1. Remove rejected work and reconstruct under the original Contract provisions at no additional cost to Department;
 2. Reimbursement for modifications to the Proposal to adjust field or other conditions is limited to the total amount of the Contract Price; and
 3. Rejection or limitation of reimbursement is not basis for any claim against the Department.
- H. The Department does not consider savings generated by contingency items when it is reduced as part of a VECP, unless it can be tied to a reduction in Contract time.

Add the following Article:

1.23 Documentation of Existing Conditions

- A. The Design-Build Team will record the existing conditions on videotape or by other means to assist in determining existing conditions.
- B. The Design-Build Team will take a profilegraph of I-215 northbound and southbound in accordance with Section 01452 of the 2002 UDOT Standard Specifications before beginning any construction. The profilegraph will cover the extents of the proposed construction with an additional 200' on each side.
- C. Along with the profilegraph on I-215 the following conditions also need to be recorded:
- Retaining Walls
 - Noise Walls
 - Bicycle/Pedestrian Path on the East side of I-215 (Entire length of expected disturbance)
 - Barrier
 - Drainage Features
- D. Pay quantities and payment for documentation of existing conditions shall be included in the original contract price of the Design-Build.

1.24 Replacement of Damaged Existing Conditions

- A. It is the responsibility of the Design-Build Team to ensure that any existing conditions that are altered due to construction of this project are repaired and reconstructed back to equal or better conditions.
- B. The amount of reconstruction or repair work necessary will be at the sole discretion of the ENGINEER. The recorded documentation of existing conditions will be used to determine any discrepancies. If there is not clear, visible or no documentation than it once again will be at the sole discretion of the ENGINEER as to whether this project construction created the damaged conditions.
- C. After this project has reached substantial completion, and paving has been completed on I-215 if necessary, another profilegraph of the same area as the

original profilegraph shall be completed by the Design-Build Team. Any variance between the original profilegraph before construction and the profilegraph after substantial completion will require repair of asphalt and subgrade conditions by the Design-Build Team back the original conditions.

- D. One-Year after substantial completion has been completed the Design-Build Team will perform another profilegraph of the same area as the original profilegraph. Any variance between the original profilegraph before construction and this profilegraph one-year after substantial completion will require repair of asphalt and subgrade conditions by the Design-Build Team back to the original conditions.
- E. Pay quantities and payment for repair or replacement of any existing conditions shall be included in the original contract price of the Design-Build.

Add the following Article:

1.25 Minimum Conditions

- A. After construction is completed the tunnel must have the following minimum criteria:
 - Inside finished dimensions must be a minimum of 14' wide by 10' high
 - The project must meet ADA Requirements
 - The tunnel must be a minimum depth of 3' from the top of the tunnel structure to the finished surface of I-215
 - Match the existing grade of the bike path on the East Side of I-215.
 - A safe flat area (2% slope) for bikes and pedestrians to turn around on the West Side of this project.
 - Meet minimum lighting requirements defined in Section 03371S.
 - Stop signs and striping where designated by the Engineer.
- B. If the Design-Build team chooses a construction approach that will impact the existing pavement section on I-215 they are required to replace any disturbed area with the typical section shown in this RFP or better at the discretion of the Engineer. The Design-Build Team needs to submit their proposed typical section to the Engineer for approval. Documentation of the existing conditions found is required as part of that submittal.
- C. The Design-Build Team will not be allowed to place any excavated material on the East Side of the Interstate. There is a nearby location that may be used for any excess material. The location where excess material may be placed can be found by contacting Todd Richins at 910-2130 or Rita Lund at 466-7711.

SPECIAL PROVISION
STP-LC35(123)
SECTION 00727M
CONTROL OF WORK

DELETE ARTICLE 1.2 SECTION 00727M OF THE UDOT STANDARD SPECIFICATIONS AND REPLACE WITH THE FOLLOWING:

1.2 AUTHORITY AND DUTIES OF THE ENGINEER

- A. The Engineer will decide all questions regarding the quality and acceptability of construction materials furnished, work performed, rate of work progress, interpretation of the Contract Documents, and the acceptable fulfillment of the Contract. The Engineer directs the IA audits regarding the quality and acceptability of the Design-Builder's design Quality Assurance processes and approves the Release for Construction Designs and the Final Designs.
- B. The Engineer has the authority by written order to suspend the work without liability to the Department wholly or in part if the Design-Builder fails to:
 - 1. Correct conditions unsafe for the project personnel or the public; or
 - 2. Complete Contract provisions.
- C. The Engineer can suspend work wholly or partially for:
 - 1. Periods of unsuitable weather; or
 - 2. Conditions unsuitable for the prosecution of the work, or
 - 3. Any other condition or reason determined to be in the Department's interest.
- D. The Engineer directs the following:
 - 1. Overseeing the quality process;
 - 2. Monitoring compliance with the quality requirements;
 - 3. Spot checking quality processes and results;
 - 4. Monitoring the Design-Builder's interface management and coordination with Stakeholders and Interfacing Parties;
 - 5. Maintaining liaison and coordinating with Stakeholders; and
 - 6. All construction acceptance testing.
- E. The Design-Builder has primary responsibility for the quality of all materials and workmanship required in the performance of this Contract. UDOT will perform acceptance testing and inspections for all construction materials and work items. UDOT reserves the right to reject materials and workmanship on the basis of UDOT acceptance inspection and testing.

SPECIAL PROVISION
STP-LC35(123)
SECTION 00727M
CONTROL OF WORK

DELETE ARTICLE 1.5 SECTION 00727M OF THE UDOT STANDARD SPECIFICATIONS AND REPLACE WITH THE FOLLOWING:

1.5 ORDER OF PRECEDENCE

- A. The RFP, Standard Specifications, Proposal, and all supplementary documents are essential parts of the contract and a requirement occurring in one is binding as thought occurring in all. They are intended to be complementary and to describe and provide for a complete work.
- B. Should discrepancies appear between any of the following parts of the Contract, a listed part shall take precedence over all those listed below:
- The Design-Builder's Proposal Documents (see Note Below)
 - Addenda to the Request for Proposal
 - Request for Proposals
 - Request for Proposals Appendices
 - The Special Provisions prepared by the Design-Builder that are approved by the department.
 - UDOT Standard Specifications
 - Standard Drawings

Note: The Design-Builder's Proposal shall take precedence over the RFP only to the extent it exceeds the requirements of the FRP. In other words, if the Proposal Documents include statements that can be reasonably be interpreted as offering to provide higher quality items than otherwise required by the Contract Documents or to perform services in addition to those otherwise required, or otherwise contain terms which are more advantageous to the Department than the requirements of the other Contract Documents, the Design-Builder's obligations hereunder shall include compliance with all such statements, offers and terms.

- C. Do not take advantage of any apparent error or omission in the Contract.
- D. Notify the Engineer promptly of any omissions or errors in the Contract so that necessary corrections and interpretations can be made.

SPECIAL PROVISION
STP-LC35(123)
SECTION 00727M
CONTROL OF WORK

DELETE ARTICLE 1.9 SECTION 00727M OF THE UDOT STANDARD SPECIFICATIONS AND REPLACE WITH THE FOLLOWING:

1.9 DEPARTMENT-PROVIDED STAKES, LINES, AND GRADES

UDOT provides control points information. The Design-Builder will be responsible for all stakes, lines, and grades required to complete all work covered under this Contract.

SPECIAL PROVISION
STP-LC35(123)
SECTION 00727M
CONTROL OF WORK

DELETE ARTICLE 1.10 SECTION 00727M OF THE UDOT STANDARD SPECIFICATIONS AND REPLACE WITH THE FOLLOWING:

1.10 DB TEAM-PROVIDED CONSTRUCTION STAKES, LINES, AND GRADES

- A. Perform the construction engineering, necessary calculations, and staking work including:
 - 1. Re-establish survey points and centerlines;
 - 2. Reference control points, when necessary;
 - 3. Run a level circuit to check or reestablish plan benchmarks; and
 - 4. Set stakes for construction limits, right-of-way, drainage items, slopes, pavement structure, embankment and subgrade controls, bridge control points for vertical and horizontal alignment of all components, and any other stakes necessary to control lines and grades.
- B. Furnish all stakes, templates, straightedges, and other devices necessary to check, mark, and maintain points, lines, and grades.
- C. Conform to standard procedures used by Department engineering personnel.
- D. Run level circuits to verify benchmarks.
- E. Maintain orderly and clear field notes in standard field notebooks consistent with standard engineering practices and meeting the Department's Manual of Instruction for Construction:
 - 1. Use standard field books furnished by the Department;
 - 2. Allow Department personnel to inspect these field books at any time; and
 - 3. The books become Department property once work is completed.
- F. Supervise construction engineering personnel and correct any errors at no additional cost to the Department.
- G. Assume responsibility for the final accuracy of construction.

Perform all Survey in accordance with Section 01721S.

SPECIAL PROVISION
STP-LC35(123)
SECTION 00801S
EQUAL OPPORTUNITY (STATE PROJECTS)

Selection of Labor:

During the performance of this Contract, do not discriminate against labor from any other State, possession, or territory of the United States.

Employment Practices:

During the performance of this Contract, the Design-Builder agrees as follows:

The Design-Builder will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age, or disability. Take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, national origin, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Highway Department setting forth the provisions of this nondiscrimination clause.

The Design-Builder will, in all solicitations or advertisements for employees placed by or on behalf of the Design-Builder, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, national origin, age or disability.

Send to each labor union or representative or workers with which the Design-Builder has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the State Highway Department advising the said labor union or worker's representative of the Design-Builders commitments under this section and post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of the Design-Builder's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract maybe canceled, terminated or suspended in whole or in part and the Design-Builder may be declared ineligible for further State contracts.

The Design-Builder will include the provisions of this Section in every subcontract or purchase order so that such provision will be binding upon each

Subcontractor or vendor. The Design-Builder will take such action with respect to any subcontract or purchase order as the State Highway Department may direct as means of enforcing such provisions including sanctions for noncompliance.

SPECIAL PROVISION
STP-LC35(123)
SECTION 01285M
MOBILIZATION

**DELETE SECTION 01285M OF THE UDOT STANDARD
SPECIFICATIONS AND REPLACE WITH THE FOLLOWING:**

PART 1 GENERAL

1.1 SECTION INCLUDES

Preparatory work and operations necessary for moving personnel, equipment, supplies, and incidentals to the project site before beginning work.

1.2 PAYMENT PROCEDURES

Payment for Mobilization will not be made separately. Include all costs for Mobilization including those costs for moving personnel, equipment, supplies, and incidentals to the project site before beginning work in the cost for items in the cost-loaded schedule.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

SPECIAL PROVISION
STP-LC35(123)
SECTION 01315M
PUBLIC INFORMATION SERVICES

**DELETE SECTION 01315M OF THE UDOT STANDARD
SPECIFICATIONS AND REPLACE WITH THE FOLLOWING:**

PART 1 GENERAL

1.1 SECTION INCLUDES

Responsibilities of Public Information Specialist for the duration of a Project.

1.2 RELATED SECTIONS

- A. Section 01554: Traffic Control.
- B. Section 01555: Bike Pedestrian Control
- C. Section 01556: Maintenance of Traffic
- D. Section 02891: Traffic Signs

1.3 PUBLIC INFORMATION SPECIALIST RESPONSIBILITIES

- A. Design-Builder designates the Public Information Specialist in the Proposal.
- B. The Public Information Specialist:
 - 1. Is available on every working day, on call at all times, and available upon the Engineer's request at other than normal working hours;
 - 2. Maintains communications with the Engineer and other interested parties;
 - 3. Provides information on a regular basis to private individuals, local news media, local organizations interested in the Project, local city offices (fire, police, and public works departments), the Utah Highway Patrol, and the Utah Department of Transportation (Engineer and Community Relations Office);
 - 4. Establishes a local public information office equipped with a telephone and an answering machine:
 - a. Office may be located within the Design-Builder's regular office provided that the telephone line is a local call line;
 - b. May provide a cellular phone line; and
 - c. Checks the answering machine at least twice a day;
 - 5. Provides on the answering machine:
 - a. Updated message every day concerning the forthcoming activities on the Project;

- b. Public Information office hours; and
 - c. Opportunity for caller to leave a recorded message.
- 6. Responds to questions concerning project activities and schedules, participates in and document meetings held with affected individuals, and maintains ongoing communication with businesses directly impacted by construction; and
- 7. Maintains a logbook of citizen contacts, including names, addresses, phone numbers and subsequent action taken during construction:
 - a. Provides the UDOT Project Manager a copy each week; and
 - b. Follows up all inquiries and complaints with either a return phone call, or a meeting, as warranted.
- C. The Public Information Specialist is primarily responsible for Public Information Services.
- D. The Public Information Specialist cannot be the superintendent and will not have other duties that interfere with the successful accomplishment of public information responsibilities.

1.4 PAYMENT PROCEDURES

- A. All costs for the completion of the required Public Information activities will be included in the lump sum Contract amount. Separate payment for these activities will not be made.
- B. Failure to provide public information services in accordance with specifications results in a \$1,200 weekly deduction.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Refer to Sections 01554 and 02891.

PART 3 EXECUTION

3.1 CONSTRUCTION TRAFFIC SIGNS

- A. Erect signs with the Design-Builder's Public Information Office phone number according to 2002 UDOT Standard Drawings.
- B. Conform to Sections 01554 and 02891.

SPECIAL PROVISION
STP-LC35(123)
SECTION 01554M
TRAFFIC CONTROL

**DELETE SECTION 01554M OF THE UDOT STANDARD
SPECIFICATIONS AND REPLACE WITH THE FOLLOWING:**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Traffic Control Plan requirements, and materials and labor necessary for implementation.
- B. Traffic Control Maintainer.
- C. Advance warning arrow panels, work zone traffic control devices, flagging and pilot car.

1.2 RELATED SECTIONS

- A. Section 00555: Prosecution and Progress.
- B. Section 00725: Scope of Work
- C. Section 00727: Control of Work
- E. Section 01556: Maintenance of Traffic
- F. Section 01558: Temporary Pavement Markings.
- G. Section 02842: Delineators.
- H. Section 02891: Traffic Signs.
- I. Section 02765: Pavement marking Paint

1.3 REFERENCES

- A. Manual on Uniform Traffic Control Devices, Latest Edition (MUTCD).
- B. Standard Drawings.
- C. ATSSA: American Traffic Safety Services Association.

1. Quality Standards for Work Zone Traffic Control Devices
- D. NCHRP – Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features.

1.4 BIDDING REQUIREMENT

Not Used

1.5 TRAFFIC CONTROL PLAN REQUIREMENTS

- A. Design Traffic Control plan using the following sources. Resolve discrepancies between the various standards for traffic control in descending order shown above:
 1. UDOT Standard Traffic Control Drawings TC series;
 2. UDOT 2002 Standard Specifications;
 3. Manual on Uniform Traffic Control Devices (MUTCD) Latest Edition; and
 4. Special Provisions contained in RFP Part 4.
- B. The Design-Builder:
 1. Submits three (3) copies of the Traffic Control Plan to the Project Engineer no later than fifteen (15) days prior to commencement of construction activities. Submit plans in 11 inches x 17 inches format prepared using CAD software. All plans must be signed and sealed by a professional engineer licensed in the State of Utah. When available, the Department will provide base map CAD files in Microstation format to the Design-Builder on a CD-ROM at no cost.
 2. There is a map included in Part 3 of this RFP with existing pavement widths scaled from an aerial map. From this map the teams can also scale the distance for various freeway ramp entrances and exits.

DISCLAIMER:
This information is approximate and the DEPARTMENT is not held responsible for its accuracy. It is intended to assist the DESIGN-BUILD TEAMS in planning their traffic control for this project.
3. Do not begin construction on the Project until written approval of the Traffic Control Plan is received from the Engineer; and
4. The Department will not grant additional Contract time for preparing or modifying the Traffic Control Plan.
5. Ensure Traffic Control Plans are not in conflict with the Maintenance of Traffic (MOT) Plans as found in Section 01556.
- C. Follow the requirements and limitations identified in Special Provisions, if included: Section 00555, article “Limitation of Operations;” Section 00725,

Article, “Maintaining Traffic - General;” or Section 00727, Article, “Maintaining The Work During Construction”.

- D. When any lane closures are proposed, consider the safe and efficient movement of traffic:
 - 1. Keep lanes open to traffic wherever and whenever practical;
 - 2. Minimize lane closures and restrict closures to the locations and times essential for prosecution of the work; and
 - 3. All traffic control must be designed with a design speed of a minimum of 55 MPH. If the project traffic control is designed at 55MPH, advanced signing is required to reduce the allowable speed along the freeway to 55 MPH before tapers begin for lane or shoulder closures;
- F. Provide for delineation and temporary traffic striping and/or removal as needed for traffic control or as required in accordance with this Section, article “Traffic Control Plan Requirements”, paragraph B.
- G. Provide for concrete barrier and attenuation to satisfy hazard mitigation according to UDOT Standard Drawings.
- H. Use the following format and provide the following documentation:
 - 1. Section I: Description of each phase;
 - 2. Section II:
 - a. List phases, and elements of work to be accomplished in each phase;
 - b. Accounting for each element of work, reference the traffic control detail designed to handle the impacts to both workers and traffic; and
 - c. All elements of work must be identified and included in the phasing.
 - 3. Section III: Drawings showing detailed Traffic Control Plan for each phase:
 - a. Modify Standard Drawings and work zone traffic control examples contained in the MUTCD to reflect actual Project conditions such as curves, grades, presence of ramps, intersections and accesses;
 - b. Use the same level of detail as in the MUTCD and UDOT Standard Traffic Control Drawings;
 - c. Include the anticipated duration of the traffic control setup used in each phase;
 - d. Indicate worker parking, work vehicle and equipment access to and from work area, staging and material sites;
 - e. Show lengths of work zones, lane and shoulder widths and area available for vehicle recovery;
 - f. Clearly indicate all sign locations; and
 - g. Clearly indicate all taper lengths for lane or shoulder closures, and device spacing used in both tapers and tangents.
 - 4. Section IV:
 - a. Identify procedures for dealing with emergency vehicles; and

- b. Submit considerations and/or traffic control situations which may differ from those handled through the application of Standard Drawings or details.

1.6 TRAFFIC CONTROL MAINTAINERS

- A. Must be certified by the Department or by the American Traffic Safety Services Association.
- B. Authority:
 - 1. Obtains and uses all labor, equipment, and materials necessary to maintain traffic control in routine situations; and
 - 2. Changes traffic control operations within the limits of the Traffic Control Plan.
- C. Responsibilities and Duties:
 - 1. Oversees all traffic control operations;
 - 2. Implements the Traffic Control Plan;
 - 3. Remains available 24 hours a day, seven days a week and can be on-site within 45 minutes of notification;
 - 4. Corrects deficiencies within specified time not to exceed 24 hours;
 - 5. Inspects all traffic control devices at least four times each day:
 - a. Before beginning work;
 - b. At mid-shift;
 - c. Half-hour after evening shift ends; and
 - d. Once during the night;
 - 6. Coordinates Project traffic control with emergency services and local law enforcement agencies;
 - 7. Prepares and submits revisions to the Traffic Control Plan; and
 - 8. Completes a daily record of traffic control activities using a form acceptable to the Engineer.

1.7 MAINTENANCE OF WORK ZONE TRAFFIC CONTROL

- A. Implement and maintain traffic control per the approved Traffic Control Plan. Any changes to the approved Traffic Control Plan must be approved by the Engineer in writing.
- B. Meet all requirements of this Section, this article when traffic control devices are required to be in place overnight or on weekends.
- C. Meet the acceptable classification as identified by *Quality Standards for Work Zone Traffic Control Devices* published by American Traffic Safety Services Association (ATSSA) for traffic control devices.

1.8 WAGE RATES FOR TRAFFIC CONTROL PERSONNEL (FEDERAL AID JOBS ONLY)

Not Applicable

1.9 PAYMENT PROCEDURES

- A. Separate payment for traffic control will not be made. Costs for all required traffic control will be included in the guaranteed lump sum price for the Project.
- B. Price Adjustments:
 - 1. The Department may reduce payment if the Traffic Control is not in compliance with the approved Traffic Control Plans, as determined by the Engineer; and
 - 2. The amount per day by which the Design-Builder's compensation will be reduced is calculated using the daily charge for Calendar Day in the Schedule of Liquidated Damages in Table 1 of Section 00555.
- C. Included in "Traffic Control" all materials, equipment, labor, flagging, pilot car, temporary traffic striping and/or removal and workmanship required for the design, implementation and maintenance of the approved Traffic Control Plan.
- D. Payment for change in scope: Negotiate a price adjustment for Traffic Control if the Engineer orders a change in the scope of work which requires modification to the approved Traffic Control Plan.

PART 2 PRODUCTS

2.1 PILOT CAR

- A. Equip with reflectorized sign:
 - 1. Refer to Section 02842;
 - 2. Minimum 8 inch letter size; and
 - 3. Black legend on orange background reading "Pilot Car — Follow me".
- B. Minimum two systems of rotating or flashing lights, or a light bar:
 - 1. Minimum 4 inch diameter, and minimum 6 foot mounting height; and
 - 2. Yellow/amber color.

2.2 FLAGGER EQUIPMENT AND CLOTHING

- A. Refer to the Department's "Instruction of Flaggers Handbook".
- B. Equipment:
 - 1. 24-inch "Stop/Slow" sign;

2. 6 inch to 8 inch red wand for night flagging; and
 3. Light plant for night flagging.
- C. Clothing:
1. Fully clothed; full length pants and short/long-sleeved shirt;
 2. Hard toed shoes; and
 3. Flagger vest and hardhat: Orange, red-orange, or fluorescent version of these colors with:
 - a. Minimum 30 square inches each on the front and back of strong yellow-green reflective tape, or
 - b. Minimum of 30 square inches each on the front and back of yellow-green non-reflective tape and 15 square inches each on the front and back of white reflective tape; or
 - c. Orange or fluorescent orange hardhat with 9 square inches of white reflective tape or strong yellow-green tape.

2.3 TRAFFIC CONTROL DEVICES

- A. Signs: Refer to Section 02891.
- B. Cones and Barrels: Plastic cones and drums.
- C. Reflective Sheeting: Refer to Section 02842.

2.4 ADVANCE WARNING ARROW PANEL

Advance Warning Device:

1. Sign panel:
 - a. Hooded, amber-colored design with sealed beam units attached; and
 - b. Non-reflective black finish.
2. Circuitry control unit:
 - a. Solid state unit capable of displaying “pass either side,” “warning”, and at least one of the “pass right” or “pass left” modes;
 - b. Light bulbs must be of the same intensity;
 - c. Arrow panels equipped with a photoelectric cell activated by ambient light only and shielded from direct headlights. Must automatically dim the panel to 50 percent of rated voltage at night.
 - d. Lamp flashing rate of 25 to 40 flashers per minute;
 - e. Warning mode flash frequency of approximately 22 times/minute; and
 - f. Minimum “on-time” lamp duration of 50 percent for flashing arrow and 25 percent for sequential chevron.
3. Mounting frame on a pneumatic-tire vehicle:
 - a. 7 feet of clearance between the bottom edge of the sign panel and the roadway surface;
 - b. Frame and sign panel able to withstand 80 mph sustained winds and 100 mph intermittent gusts from any direction; and
 - c. Panel capable of rotation on a horizontal axis.

PART 3 EXECUTION

3.1 FLAGGING

- A. Flag as specified. Refer to the Department's "Instructions to Flaggers Handbook".
- B. Flaggers must have a current Department flagging certificate.
- C. Flag beyond Project limits only at the materials site approach to a public highway.

3.2 TRAFFIC CONTROL DEVICES

- A. Installing:
 - 1. Install before work activities begin;
 - 2. Maintain to ensure proper, continuous function;
 - 3. Wash devices weekly unless conditions warrant more frequent cleaning; and
 - 4. Replace any device missing any part of the message or background.
- B. Channelizing Devices: Use Type I barricades, Type II barricades, vertical panels, or barrels.
- C. Furnish a daily record of the number and location of all traffic control devices in use.
- D. Remove devices from the designated clear zone when no longer required.

3.3 ADVANCE WARNING ARROW PANEL

- A. May substitute Type C units for Type B units. Refer to Standard Drawing 745-1.
- B. Type B units may not be substituted for Type C units.
- C. Place in view of oncoming traffic without obstructing traffic flow.
- D. Remove from the designated clear zone when not in use.

SPECIAL PROVISION
STP-LC35(123)
SECTION 01721S
SURVEY

**DELETE SECTION 01721S OF THE UDOT STANDARD
SPECIFICATIONS AND REPLACE WITH THE FOLLOWING:**

PART 1 GENERAL

1.1 SECTION INCLUDES

Schedule, coordinate and provide all design and construction surveying, staking, and calculations essential to complete the Project and properly control the entire work.

1.2 RELATED SECTIONS

A. Section 02896: Boundary Survey.

1.3 MEASUREMENT PROCEDURES

Directed Survey: If extra survey work is needed to accomplish survey work in addition to that required to complete the Project as proposed, directed Survey 2-Person Crew or Directed Survey 3-Person Crew will be measured by the hour authorized. Department will make no additional payment for travel time to and from the Project.

1.4 PAYMENT PROCEDURES

A. If needed and approved, directed survey engineering work will be paid for in the accepted quantities at the following rates:

2 person survey crew	\$130.00 per hour
3 person survey crew	\$155.00 per hour
1 person computation and / or CAD	\$ 65.00 per hour

B. The number of hours required for computations and/or drafting in total cannot exceed 33 percent of actual survey hours, established on a percent prior to directed survey work starts.

1.5 SUBMITTALS

A. The Department requires that a Professional Engineer or Professional Land surveyor registered in the State of Utah sign and seal all submittals.

- B. Resubmittals may be required depending on completeness and correctness of the work.
- C. Prior to beginning work, submit a statement indicating that the Design-Builder has field checked all Department-provided horizontal and vertical control and has determined the control to be accurate. If discrepancies are found, notify the Engineer in writing.
- D. Submit plots of the original cross sections in Microstation format and superimpose the design cross sections as slope staked.
- E. Record-keeping: Keep all field notes, diaries and books according to standard surveying practice:
 - 1. Loose leaf books will not be accepted;
 - 2. Make available at any time all survey records including field notebooks and forms used for the work to the Engineer upon verbal or written request; and
 - 3. During course of the Contract, keep all documentation at a location approved by the Engineer.
- F. After Project completion, return to the Engineer all surveying and design data and “as staked/constructed” drawings in Microstation format clearly showing all final dimensions, lines, grades, tie-ins and final construction details.
- G. Provide a complete set of plan drawings in MicroStation format showing as-constructed features denoting changes from the original approved design.

1.6 QUALITY ASSURANCE

- A. Design-Builder is responsible for survey and control of the work, and for correcting Design-Builder errors, whether the errors are discovered during the actual survey work or in subsequent phases of the Project. Design-Builder bears any cost overruns resulting from Design-Builder errors.
- B. Complete a preliminary verification of the plans and specifications prior to beginning construction:
 - 1. Immediately notify the Designer of any discrepancies or deficiencies including discrepancies in grade, elevations, alignment, locations and/or dimensions; and
 - 2. As the work progresses notify the Designer of any discrepancies between the field survey and Contract plans.
- C. Design-Builder is not relieved by Submittals and Notification to Proceed of the responsibility for maintaining the survey work and for correcting errors, whether the errors are discovered during the actual survey work or in subsequent phases of the Project.

- D. Qualifications: Furnish technically qualified survey crews and crew supervisor experienced in highway surveying and layout, and capable of accurate, timely performance.
- E. Perform all work in accordance with the plans and specifications and standard Engineering and Surveying practices under the responsible charge of a Professional Engineer or Professional Land Surveyor registered in Utah.
- F. The Engineer may spot check the work for accuracy and may reject unacceptable portions of work. Resurvey rejected work and correct work that is not within the specified tolerances at no additional expense to the Department.

PART 2 PRODUCTS

2.1 EQUIPMENT

- A. Furnish tools, supplies and stakes suitable for use in highway survey work.
- B. Furnish stakes and hubs of sufficient length to provide a solid set in the ground with sufficient surface area above ground for necessary legible markings.
- C. Furnish survey instruments and supporting equipment capable of achieving the specified tolerances. Calibrate survey equipment for accuracy prior to beginning survey work and as required.

PART 3 EXECUTION

3.1 PREPARATION

- A. Before survey work begins, discuss and coordinate the following with the Engineer:
 - 1. Required submittals;
 - 2. Survey and staking methods;
 - 3. Stake markings;
 - 4. Grade control;
 - 5. Referencing;
 - 6. Structure control;
 - 7. Any other procedures and control necessary for the work; and
 - 8. Documentation procedures.
- B. Establish construction survey points, elevations and grades as necessary to control layout and complete the work. Verify all control surveying and staking meets specified tolerances prior to beginning work.

- C. Calculate all grades, elevations, offsets and alignment data necessary for staking and/or setting items of work. Obtain approval from the Engineer for alternate methods of establishing grade control with wire lines, computer or laser controlled grading or other suitable methods.
- D. Provide appropriate traffic control for all survey activities.
- E. The Department will furnish as Reference Documents:
 - 1. As Constructed Plans from the previous project showing as constructed locations of walls and other features as compared to original design locations; and
 - 2. Field survey notes.

DESIGN-BUILDER PROVISION DISCLAIMER

RELEASE OF UDOT DATA: Contractor may obtain an electronic copy of the data points prepared by UDOT. UDOT provides data points in Microstation and/or Inroads format only. Contractor responsible for translation into other formats. This data does not include the commercial software needed to read the points. In order to obtain an electronic copy, Contractor makes written request to the Engineer. Contractor agrees and understands that the data points are prepared by UDOT for its own purposes and not for the benefit of private individuals or businesses. Contractor waives any and all claims that may result from the use of or reliance upon the data points. Contractors indemnifies UDOT and holds UDOT harmless for any damages costs, attorneys' fees, or other liabilities that might be incurred as a result of the Design-Builders use and reliance on the data

3.2 DIRECTED SURVEY

- A. Conduct directed surveying if requested by the Engineer:
 - 1. Includes work needed for changes and extra work. Provide all labor, materials and equipment including global positioning satellite equipment; and
 - 2. Obtain prior written authorization from the Engineer documenting the affected work and requirements before performing work under these items.

3.3 COMPUTATIONS AND PLOTS

- A. Provide UDOT with a complete set of As Constructed plans showing both planned and as constructed locations of all pertinent construction features including but not limited to:
 - 1. Cast-in-place concrete, structural shotcrete and/or pre-cast concrete retaining structures;
 - 2. Rock slope stabilization and treatments, including shotcrete;
 - 3. Drainage systems for walls;
 - 4. Aesthetics of walls; and

5. Roof over existing electrical enclosure at the tunnel portal.

3.4 STAKE MAINTENANCE AND MARKING

- A. Maintain ALL staking necessary for the work until the construction has been completed and accepted by the Engineer:
1. Legibly mark all survey stakes with station and offset referenced to their respective control line;
 2. Mark slope, reference and guard stakes with station; and
 3. Renew illegible stakes at no additional cost to the Department.
- B. Provide and maintain reference stakes that identify stationing at least every 150 feet until all work has been completed and accepted by the Engineer.

3.5 CONTROL POINT AND SURVEY TOLERANCES

- A. Relocate initial horizontal and vertical control points in conflict with construction to areas that will not be disturbed by construction operations. Furnish the coordinates and elevations for the relocated points before the initial points are disturbed.
- B. Protect benchmarks from construction activities. Position all benchmarks to allow a level rod to stand vertically and squarely on the mark. Reference benchmarks to centerline and horizontal measurements.
- C. Survey and establish control within the following tolerances:

Description	Horizontal	Vertical
Control points	+/- .01 ft	+/- .01 ft
Centerline points	+/- .05 ft	+/- .05 ft
Cross sections and slope stakes	+/- .10 ft	+/- .10 ft
Slope stake references	+/- .10 ft	+/- .10 ft
Culvert and ditches	+/- .10 ft	+/- .10 ft
Minor drainage structures	+/- .10 ft	+/- .10 ft
Guardrail and concrete barrier	+/- .10 ft	+/- .10 ft
Retaining walls	+/- .10 ft	+/- .10 ft
Clearing and grubbing limits	+/- 2.0 ft	N/A

Right of Way Limits	+/- .01 ft	N/A
Striping	+/- .08 ft	N/A

Coordinate the survey tolerances of any items not listed above with the Engineer.

- E. Staking Limits:
1. Stake clearing limits on both sides of centerline at each established station. Locate the clearing limit on the ground as shown by the cut and fill limits on the plans
 2. Stake right of way limits every 50 ft maximum on tangents, every 25 ft maximum on curves and at all right of way breaks. If staking distance effects line of sight, reduce the distance.
 3. Stake environmental control limits both sides of centerline at each established station. Locate the environmental control limits on the ground as shown by the slope rounding contours and environmental and silt fence locations as shown on the Plans. Stake environmental control limits every 50 ft and every 25 ft where environmental or silt fence is required.
- F. Furnish reference stakes for all slope stakes and stakes used for setting items for work.
1. Maintain the reference stakes for the duration of the project until the Engineer approves removal.
 2. Establish and set slope stakes and references on both sides of centerline at cross section locations.
 - a. When the centerline curve radius is less or equal to 500 ft, place slope stake at a maximum centerline spacing of 25 ft.
 - b. When the centerline curve radius is greater than 500 ft, place slope stake at a maximum spacing of 50 ft.
 3. Establish slope in the field as the actual point of intersection of the design slope with the natural ground line.
 4. Set slope stake references outside the clearing limits.
 5. Include all reference point and slope stake information on the reference stakes.
- G. After the slope staking is completed, record on the cross section guard stakes the vertical distance from the reference point (RP) to the construction grade, at a minimum horizontal distance of 10 ft outside the clearing limits or at right of way.
- H. Setting grade finishing stakes:
1. For grade elevations and horizontal alignment:
 - a. On Centerline
 - b. On each shoulder at roadway cross section locations and between centerline and shoulder with a maximum spacing of 15 ft.
 - c. At the top of subgrade and the top of each aggregate course
 2. Locations:
 - a. Where turnouts are constricted, set stakes on centerline, on each normal shoulder, and on the shoulder of the turnout.
 - b. In parking areas, set hubs at the center and along the edges of the parking area.

- c. Set stakes in all ditches to be paved.
- 3. Maximum spacing between stakes along the alignment: 50 ft.
- 4. Use guard stakes, etc. at each grade finishing stake.
- 5. Reset grade finishing stakes as many times as necessary to construct the subgrade and each aggregate course.

3.6 CONCRETE PAVING

- A. Develop a method of horizontal and vertical control for the placement of concrete pavement.
 - 1. Utilize laser, wire, or string line, for example, to maintain horizontal and vertical control.
 - 2. Maximum spacing: 50 ft.
 - 3. Set control on both sides of roadway.
- B. Profile surface at each edge of placement and adjust grades for smoothness as approved by the Engineer.
- C. Measure pavement thickness every 25 ft and adjust as needed.
- D. Stake concrete joint and station stamp locations.

3.7 DRAINAGE STRUCTURES

- A. Stake drainage structures to fit conditions and in coordination with the Engineer. The location of the structures may differ from the plans.
 - 1. Survey and record the ground profile along centerline of structure
 - 2. Determine the slope catch points at inlets and outlets.
 - 3. Set reference points and record information necessary to determine structure length and end treatments
 - 4. Stake ditches or grade to make the structure functional.
 - 5. Plot the profile along centerline of the structure to show the natural ground, the flow line, the roadway section, and the structure.
 - 6. Mark guard stakes with the following, when applicable:
 - a. Diameter, length and type of culvert (for example 18 inch x 35 ft corrugated metal pipe(CMP))
 - b. The vertical and horizontal distance from the hub to the invert at the end of the culvert or any intermediate point as needed or directed.
 - c. Flow line grade of the pipe.
 - d. Station
 - 7. For storm drain sewer and waterlines provide a reference at a maximum spacing of 50-ft. reference inverts of pipe at all manholes.

3.8 BRIDGES

- A. Set a minimum of 3 horizontal and vertical control reference points to be used for surveying all bridge substructure and superstructure components, including but not limited to; pile locations and cutoffs, line and grade for abutments and bents, beam seats, anchor bolts and screed grades.

- B. Set intermediate slope stakes at bridge abutments to establish transitions. Place finish grade stakes on the centerline of abutment bearing and at top of slope of all bridge berms. Place finish grade stakes on each side at top, mid-point or slope and toe of fill.

3.9 BOX CULVERTS

- A. Set horizontal and vertical control and reference points. Establish and reference the centerline, back of parapet, skew, and flow line elevations at inlet, outlet and breaks.

3.10 CURB AND GUTTER

- A. Set curb and gutter staking at 25 ft intervals on tangent and 10 ft intervals on curve radii. Set lie and grade for curb and gutter within 0.02 ft. of the proposed or established grade line.

3.11 GUARDRAIL

- A. Stake guardrail and horizontal control at a maximum spacing of 25 ft on tangent sections and 10 ft on curved sections unless otherwise approved.

3.12 EXISTING SURVEY MONUMENTS

- A. Under the direction of a surveyor licensed in the State of Utah, locate and reference all private and public land survey monuments that may be destroyed by project construction activities prior to disturbing those existing monuments.
- B. Complete referencing and reestablishing those existing monuments at no cost to the Department and before project completion.
- C. In some counties the county surveyor references and reestablishes the monuments.
 - 1. Notify the county surveyor at least 30 days prior to the destruction of any monument.
 - 2. Coordinate the reestablishment of section corner and quarter corner monuments with the county surveyor.
 - 3. Submit drawings and notes showing references to section corners and quarter corners to the engineer.
- D. If a monument is found during construction but is not shown on the contract plans and must be reset, the Department pays for additional work under the Directed Survey item.

3.13 RETAINING WALLS

- A. Set horizontal and vertical control and reference points. Establish and reference the centerline offsets for the walls, radius points, and the beginning and ending wall locations as shown on the plans.
- B. Set grade stakes as required for each lift of select material used on the MSE walls.
- C. Stake retaining wall vertical and horizontal control at a maximum spacing of 25 ft on tangent sections and 10ft on curved sections unless otherwise approved.

3.14 CLEANUP

- A. Remove and dispose of all flagging, lath, stakes and other staking material after the project is complete.

SPECIAL PROVISION
STP-LC35(123)
SECTION 02831S
STRUCTURES

PART I GENERAL

1.1 SECTION INCLUDES

Design and construct the required structure in accordance with the requirements of this Section, including referenced standards and publications, performance requirements, design and construction criteria, and submittals. This specification covers the design and construction of any temporary structures; permanent structures; retaining walls; barriers; and drainage structures.

Warranty. The DESIGN_BUILD Team shall provide a maintenance warrantee for any improvements required as a result of horizontal or vertical alignment changes with the structure. This work shall include but not be limited to: settlement correction as a result of vertical movement in excess of one-half inch, adjustment to horizontal movement in excess of one inch, filling and sealing of cracks resulting from settlement or horizontal movement in excess of 3/16 inch and cleaning and restoring exposed concrete surfaces which have been discolored, spalled or otherwise damaged due to water seepage and/or settlement as determined by the Engineer.

1.2 Referenced Standards and Publications

General. Design and construct all components of the temporary and permanent structures in accordance with the relevant requirements of the standards listed by priority in Table I, and as needed for construction staging and a complete and operational highway system.

Conflicts and Priority. If there is any conflict in standards, adhere to the standard with the highest priority. However, if the Design-Builder's Proposal has a higher standard than any of the listed standards, adhere to the Proposal standard.

Ambiguity. If there is any unresolved ambiguity in standards, obtain clarification from the Department before proceeding with design or construction.

Version and Date. Use the most current version of each listed standard as of November 1, 2003.

TABLE I
REFERENCED STANDARDS FOR STRUCTURES

Prior ity	Author or Agency	Title	Document or Report No.	Date*	Comments, Short Forms
1**	UDOT	Request for Proposals, Parley's Crossing Tunnel @ I-215 Design-Build Project No. STP-LC355(123)	n/a	Feb. 2004	RFP
2	AASHTO	Load and Resistance Factor Design (LRFD) Bridge Design Specifications Standard (English Units), 2 nd edition	LRFD-US-2	1998; Int's to 2003	n/a
3	UDOT	Standard Specifications for Road and Bridge Construction - U.S. Standard Units (Inch-Pound Units)	n/a	2002	n/a
4	AASHTO	A Policy on Geometric Design of Highways and Streets, 4th Edition	GDHS-4	2001	"Green Book"
5	AASHTO	Guide Design Specifications for Bridge Temporary Works	GSBTW	1995	n/a
6	AASHTO	Guide Specifications for Design of Pedestrian Bridges	GSDPB	1997	n/a
7	UDOT	UDOT Standard Drawings, [U.S. Standard Units (Inch-Pound Units)]	n/a	2002	n/a
8	AREMA	Manual of Recommended Practice	n/a	2002	n/a
9	AASHTO	Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals	LTS-4	2001, 2002 Interim	n/a

* If no date is given, the most current version is specified

** Only to the extent that it exceeds another listed standard.

ANSI = American National Standards Institute

AWS = American Welding Society

1.3 Referenced Publications

Supplementary Guidelines. Use the publications listed in Table II as supplementary guidelines for the design and construction of the structures. These publications are listed in alphabetical order by the author or issuing agency and then by title, as they have no established order of precedence.

TABLE II
REFERENCED PUBLICATIONS FOR STRUCTURES

Author or Agency	Title	Document or Report No.	Date	Comments, Short Forms
AASHTO	Guide Specifications for Thermal Effects on Concrete Bridge Superstructures	GSCBS	1989	n/a
AASHTO	Manual for Condition Evaluation of Bridges	MCEB-2	2000, 2001 Interim	n/a
AASHTO	Guide Specifications for Seismic Isolation Design	GSID-2	1999, 2000 Interim	n/a
ATC	Improved Seismic Design Criteria for California Bridges	ATC-32	June 1996	n/a
FHWA	Mechanically Stabilized Earth Walls and Reinforced Soil Slopes Design and Construction Guidelines, Demonstration Project 82, Ground Improvement	FHWA NHI-00-043	Mar. 2001	n/a
FHWA	Corrosion/Degradation of Soil Reinforcements for Mechanically Stabilized Earth Walls and Reinforced Soil Slopes	FHWA NHI-00-044	Sept 2000	n/a
UDOT	Life Cycle Cost Analysis, Value Engineering - Eng. Services Division	n/a	(not dated)	n/a
UDOT Structures Division	Design and Detailing Standards	n/a	April 1996, latest ed.	n/a

ATC = Applied Technology Council

Part II Performance Requirements

Design and construct all structural components necessary to provide a complete and functional system that meets the following performance requirements:

- ▶ Provide functionality, durability, ease of maintenance, safety and aesthetics.
- ▶ Ensure the long life of this facility by designing all structures for a 30-year service life.
- ▶ Comply with seismic stability requirements.
- ▶ Meet the traffic performance requirements as stated in Section 2 (Roadway).

- ▶ Limit structural settlements in accordance with Section 3 (Geotechnical).

Part III Products

3.1 For concrete in structural components, meet the following minimum requirements:

Type and Class.

Cast-in-place concrete. Class AA(AE). See Volume II, Section 03310 (Structural Concrete).

Precast concrete. Class AA(AE). See Volume II, Section 03310 (Structural Concrete). Type III cement may be used.

Prestressed Concrete. Class 4A(AE). See Volume II, Section 03412 (Prestressed Concrete)

Decks, Walls & Approach Slabs. Class 3A(AE). See Volume II, Section 03310 (Structural Concrete).

Piles, drilled caissons, and slope protection. Class A(AE)

All other tunnel, box culvert, wall, and barrier components. Class AA(AE)

Lightweight Concrete Aggregate. Furnace-surface-sealed and coarse nonreactive per AASHTO M 195.

Strength.

Minimum specified concrete strengths. Volume II, Sections 03055 (Portland Cement Concrete), 03310 (Structural Concrete) and 03412 (Prestressed Concrete).

Maximum specified concrete strengths.

Cast-in-place: $f'_c = 5$ ksi

Precast: $f'_c = 8.5$ ksi

Lightweight: $f'_c = 5$ ksi

3.2 Prestressing Steel

For prestressing steel in structural components, meet the following requirements for minimum spacing of prestressing steel strands:

- ▶ For 0.6-inch strands: 2 inches
- ▶ For 0.5-inch strands: 1.75 inches

Prestressing tendons. AASHTO M203 Grade 270 from Precast/Prestressed Concrete Institute (PCI) certified plants.

3.3 Post-tensioning Steel

For post-tensioning steel in structural components, provide corrosion protection consisting of grout-filled galvanized or nonmetallic ducts. Use grout that contains a minimum of 5% silica fume by weight of cementitious material as set forth by PCI Guidelines.

3.4 Reinforcing Steel

For reinforcing bars in structural components, use English sizes and meet the following requirements:

- ▶ Use reinforcing steel conforming to ASTM Designation A615 Grade 60 ($F_y=60\text{Ksi}$), except as noted below,
- ▶ For substructure elements, including internal bent caps where plastic moment capacity is required by design, use low-alloy steel deformed bars conforming to ASTM Designation A706,
- ▶ Hot-dip galvanize after fabrication or epoxy-coat per Volume II, Section 03211 (Reinforcing Steel and Welded Wire), except for bars used in caissons or piles,
- ▶ For minimum concrete cover, comply with AASHTO LRFD Bridge Design Specifications, except as noted. Use 2 inches minimum cover for concrete exposed to weather. Use 3 inches minimum cover to top bars in decks and other surfaces exposed to soil.

3.5 Structural Steel

Miscellaneous Steel Items. Galvanize all miscellaneous steel items permanently cast into structural concrete elements.

Part IV Execution

4.1 Design (General)

4.2 General

Design structures in accordance with AASHTO LRFD Bridge Design Specifications, except as otherwise noted herein. (See also Section 12, AASHTO LRFD Bridge Design Specifications.)

Units of Measure. Show only English units on the plans.

Retaining Walls. In all retaining wall designs, address internal stability, external stability, liquefaction, and seismic loading.

4.3 Loads and Forces

Determine all structure loads and forces in accordance with the AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications, or the AASHTO design specification applicable to the structure type.

Live Loads. HL-93.

Dead Loads. Add a unit dead load of 150 pounds per square foot (psf) to the tunnel structure. This is a conservative estimate of 10' of fill over the structure.

Load Rating. Load rate the tunnel using methods described in the AASHTO Manual for

Condition Evaluation of Bridges. The final inventory load rating shall meet or exceed HS-25. Provide both inventory and operating ratings to the Department.

Thermal Forces. Design for moderate-climate temperature ranges for underground structures in accordance with AASHTO LRFD Bridge Design Specifications.

Earthquake Response. Design the tunnel for seismic forces resulting from the earthquake response corresponding to 10% exceedence in 250 years (a horizontal ground surface acceleration factor of 0.56). Design all retaining walls for the seismic forces described in subsection 3.3.2. In all cases, design MSE wall panel connections to not fail during a seismic event corresponding to 10% exceedence in 250 years.

4.4 Tunnel

4.5 Tunnel Geometry

Slopes. Limit the steepness of all fill and cut slopes adjacent to the tunnel to 1.5:1 (horizontal:vertical). Slopes steeper than 2:1 require concrete slope protection.

Clearance. Provide the following minimum clearances:

- ▶ 14.0 feet for interior tunnel vertical clearance
- ▶ 10.0 ft for interior tunnel horizontal clearance

Skew. The maximum tunnel skew should be less than 30 degrees.

Tunnel Cross-Sections. For facilities carried and crossed, provide the full cross-sections as shown in the environmental document.

4.6 Tunnel Type

Type. The following tunnel types are considered acceptable for this project:

- ▶ Shore and tunnel – steel liner, cast-in-place reinforced concrete liner or precast concrete deck and walls.
- ▶ Open cut - Precast pretensioned concrete box or precast concrete box.
- ▶ Cut and cover cast-in-place concrete tunnel.
- ▶ Cut and cover steel plate liner.

Other tunnel types may be used, but only if approved in writing by the Department. The Department reserves the right to accept or reject proposed alternate tunnel types. The Department will not consider experimental tunnels types, timber tunnels, or masonry tunnels. For the Department to consider alternate tunnel types, supply information that demonstrates the following:

- ▶ The tunnel type is accepted for general use by other transportation authorities. Include project contact information.
- ▶ The tunnel type and components will perform well under the environmental conditions of the Project, including frequent freeze-thaw cycles and heavy road salt use

- ▶ The value to the Department for using the proposed alternate tunnel type.
- ▶ The tunnel deck can support at least ten feet of structural fill material in addition to the stipulated live load.

Corrosion. The Department uses large quantities of salt and de-icing chemicals in the winter, which accelerate corrosion of tunnel structures. Address this concern in tunnel design and construction. Provide a water proofing system on and around the tunnel surfaces in contact with soil, so there will be no penetration of water to the interior of the tunnel.

4.7 Seismic Requirements

Design and Analysis. Perform all seismic design in accordance with AASHTO LRFD Bridge Design Specifications, as modified herein. Follow the requirements for Seismic Zone 4. Determine earthquake loading according to Subsection 4.3.2.2 (Loads and Forces).

Seismic Strategy. Develop a seismic strategy for the tunnel type. Include descriptions of expected damage, the locations of plastic hinging, the redistribution of forces and the mobilization of backfills.

Moment and Shear Connections. Provide adequate moment and shear connections in accordance with the joint shear requirements of the ATC-32.

4.8 Inspection Access

General. Inspection of structural components within the tunnel shall be addressed and should not be a problem. Access for inspection of other facilities within the tunnel shall be provided.

4.9 Tunnel Components

Parapets and Pedestrian Fencing. If needed provide parapet railing on the roadway section above the tunnel that is consistent with Section 2 (Roadway). Provide fencing details using the UDOT Structures Division's Design and Detailing Standards, Standard Drawing "Chain Link Fence Details" or approved alternative for pedestrian traffic restraining from tunnel to roadway,

Tunnel Walls and Decks. Design tunnel deck, walls and foundation according to AASHTO LRFD Bridge Design Specifications. (Section 12)

Pedestrian Surface - Tunnel. Provide a bottom slab consisting of a concrete surface for pedestrian traffic.

Expansion Joints. Blend and smooth all expansion joints in the tunnel to a tolerance less than 1/8".

Overlays. Provide a water proofing system on and around the tunnel surfaces in contact with soil, so there will be no penetration of water to the interior of the tunnel.

Superstructure. Meet the requirements for redundancy and fatigue in AASHTO LRFD Bridge Design Specifications.

Graffiti. For exposed wall graffiti protection, provide a seal coat system to UDOT for approval.

Utilities. Utilities such as tunnel lighting shall be protected from vandalism and provisions made for maintenance. (See 03371S) Any other required utilities must be hidden from view.

Abutments. Use integral abutments if abutments are required for the tunnel. Use retaining walls at tunnel openings.

Foundations. Use foundations as described in the project Geotechnical Report.

4.10 Maintenance Plan

General. Provide a maintenance plan for the tunnel used. Describe routine maintenance procedures as well as items specific to all components of the tunnel type. Include a detailed list of all maintenance and rehabilitation work, and the number of times each procedure is anticipated over the 30-year design life (itemized by the year in which the procedure is to be performed). Make the items on this maintenance list the same as that for life cycle costs.

4.11 Retaining Walls

4.12 Approved Wall Systems

The following wall systems are acceptable for use as permanent retaining walls on the project:

- ▶ Mechanically stabilized earth (MSE) walls
- ▶ Cast-in-place concrete retaining walls

4.13 Other Wall Systems

The following wall systems are only acceptable when the approved wall systems will not meet design requirements and with prior written approval of the Department:

- ▶ Concrete cribwalls – not allowed within 50 feet of tunnels.
- ▶ Wire Enclosed Riprap (Gabions) of limited height, stream banks only.

The approved and other wall systems are acceptable, provided that it is demonstrated that the wall can accommodate the anticipated total and differential settlements over the life of the structure.

The use of binwalls or permanent wire-face wall systems is not permitted.

4.14 General

Slopes. Address slope maintenance above and below the wall in the retaining wall layout. At retaining wall ends, where possible, provide returns into the retained fill or cut. Where a minimum 15 feet of generally level terrain is not available between the wall and ROW line for maintenance, locate the wall adjacent to the ROW line.

Drainage. Consider surface and subsurface drainage in design and construction. Provide a system to intercept or prevent surface water from entering behind walls.

Pedestrian Protection. Where access is open to the public, provide a pedestrian railing or six-foot fence at the top of walls.

4.15 Seismic Requirements

See Subsection 4.3.2.2 (Loads and Forces) for seismic criteria.

4.16 Characteristics

MSE Walls

See Section 3.3.2- Geotechnical.

Cast-in-Place Concrete Walls

Design and construct cast-in-place concrete walls in accordance with AASHTO LRFD Bridge Design Specifications. Account for differential settlement in the construction joint spacing. The Department will accept the standard concrete retaining walls shown in the UDOT Structures Division Design and Detailing Standards, Standard Drawings. Account for global stability as described in Section 3 (Geotechnical).

Cribwalls. May be used when other wall types will not meet design requirements. Provide concrete coping at top of wall.

Temporary Retaining Walls. Bear sole responsibility for the type, material, performance, and safety of temporary retaining structures. Temporary structures supporting excavations or embankments such as sheeting or bracing shall be designed by a Registered Professional Engineer licensed in the State of Utah to meet all State and OSHA requirements. The Department reserves the right for oversight review of these structures.

Part V Submittals

Submit to the IQF:

- ▶ Include structural number, issued by the DEPARTMENT, for the tunnel and walls on all submittals and any structural documentation.
- ▶ All shop drawings once they have been checked by the Design-Builder
- ▶ Complete design calculations, documented that the requirements of AASHTO LRFD and the RFP have been met
- ▶ Design Drawings for each structure at each stage of construction, sealed with the engineer's stamp
- ▶ Complete hard- and electronic copies of As-Built structures, sealed with the engineer's stamp
- ▶ Calculated load rating for structures and full documentation of QC/QA of all design and details.

SPECIAL PROVISION
STP-LC35(123)
SECTION 02832S
AESTHETIC TREATMENTS

1.0 SCOPE

This specification covers the aesthetic treatments of all cast-in-place concrete, pre-cast concrete or structural shotcrete on the Project. Design and construct aesthetic treatments that blend the structure into the natural canyon environment for all cast-in-place, pre-cast or structural shotcrete-retaining structures. Color, texture, relief, shadowing and pleasing transitions that match or enhance surrounding physical features of the canyon are required. Exercise special diligence in developing an aesthetic treatment approach that blends the tunnel electrical enclosure, existing cast-in-place structural wall, and required new retaining walls.

2.0 APPLICABLE STANDARDS AND REFERENCES

The design and construction of all aesthetic treatments of all cast-in-place, pre-cast or Structural shotcrete on the project will be in accordance with this Performance Specification and the relevant requirements of the following standards, unless otherwise stipulated in this specification. Obtain clarification of any unresolved ambiguity prior to proceeding with design or construction.

3.0 REQUIREMENTS

Design and construct a durable aesthetic solution that blends all pre-cast, cast-in-place or structural shotcrete walls and shotcrete slope treatments into the surrounding natural canyon environment. Attributes of the solution shall include:

1. Natural appearing rock facades that match surrounding features;
2. Assure coverage of minimum treatment areas with seamless transitions from natural to simulated features;
3. Fractured seams – match the jointing and fracturing of the surrounding natural rock.
4. Non discernable patterns;
5. Naturally appearing color schemes;
6. Naturally appearing shadow patterns;
7. Visible feature relief;
8. Visible texture/color blending to match as much as possible the natural rock features; and
9. Native vegetation types and patterns suitable for the localized climate.

3.1 ATTRIBUTE CONSTRUCTION REQUIREMENTS

1. Proposed solution must be able to withstand harsh canyon environmental conditions including significant runoff, repeated freeze/thaw cycles and direct sunlight.

3.2 PERFORMANCE

1. Construct portable demonstration mock-up panels in the field in the vicinity of the walls that accurately depict the proposed aesthetic treatment for color, texture, relief, jointing, seaming and shadowing. Mock-up panels will be constructed whenever the major aesthetic treatment features are changed to match the unique features in an area. Size of the mock-ups will be sufficient to reflect an accurate rendering of the proposed features. Construction of final treatments will be approved by the UDOT Project Aesthetics Team by comparing the constructed treatments to the approved mockups to ascertain that the construction is consistent with the approved mock-ups;
2. The constructed treatment shall match the approved mock-up panels; and
3. Final acceptance of all aesthetic treatments will be made by the Project Aesthetics Team.

3.3 Project Aesthetics Team

The Project Aesthetics Team is composed of the UDOT Project Manager (Chair), 3 members of the public and 3 other staff members, all appointed by the UDOT Project Manager. The Project Aesthetics Team will assess the Design-Builder's performance in accordance with the procedure outlined in 3.2 above.

The Project Aesthetics Team will meet within five (5) days of the completion of the work outlined in 3.2 above.

SPECIAL PROVISION
STP-LC35 (123)
SECTION 02861M
PRECAST RETAINING/NOISE WALLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Materials and procedures for construction Precast Retaining/Noise Wall.

1.2 RELATED SECTIONS

- A. Section 01571: Temporary Environmental Controls.
- B. Section 02061: Select Aggregates.
- C. Section 03055: Portland Cement Concrete.
- D. Section 03152: Concrete Joint Control.
- E. Section 03211: Reinforcing Steel and Welded Wire.
- F. Section 03310: Structural Concrete.
- G. Section 03390: Concrete Curing.
- H. Section 02221: Remove Structure and Obstruction
- I. Section 03924 Structural Concrete Repair.

1.3 REFERENCES

- A. AASHTO Standard Specifications for Highway Bridges.

1.6 SUBMITTALS

- A. Lifting devices: Submit calculations and shop drawings for approval.
- B. Precast Concrete Panels: Submit for approval samples of the exposed aggregate finish before casting the panels.

1.7 HANDLING, SHIPPING, AND STORAGE

- A. Shipment Acceptance: Panels or posts may be accepted for shipment and marked with an orange UDOT sticker if they:

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1. Meet the 28 day compression test.
 2. Are cured and sealed according to specification.
 3. Are not cracked or damaged.
- B. Do not ship any panel or post that does not satisfy strength requirements.

PART 2 PRODUCTS

2.1 MATERIALS FOR PRECAST NOISE WALLS AND RETAINING WALLS

- A. Precast Wall Panels and Posts:
1. Concrete Class AA(AE). Refer to Section 03055.
 2. Type II cement.
 3. Slump requirement need not be met.
 4. 28 day minimum compressive strength of 5,000 psi.
- B. Post Hole Concrete: Concrete Class B(AE). Refer to Section 03055.
- C. Reinforcing Steel: Coated Grade 60. Refer to Section 03211, part 2.
- D. Welded Wire Fabric: Coated. Refer to Section 03211
- E. Curing Compound: Type I, Class A. Refer to Section 03390.
- F. Gravel for Post Holes: Free Draining Granular Backfill Borrow. Follow Section 02061, Part 2.
- G. Elastomeric Bearing Pad: 60 hardness. As specified in AASHTO Standard Specifications for Highway Bridges, Division II, Article 18.2.
- H. Backer Rod: Refer to Section 03152.
- I. Construction Adhesive: Use an approved adhesive from the UDOT Qualified Products Listing.
- J. Wood Shims: Any grade fir.

2.2 ADDITIONAL MATERIALS FOR RETAINING WALLS

- A. Composite Drainage Material: Two-layer composite, consisting of non-woven silt fence geotextile and matting surface that are heat bonded together.
1. Polyester non-woven fabric. Follow Section 01571, Part 2, article, "Silt Fence."

2. Compression resistant matting of three-dimensional construction capable of multidirectional flow.

2.3 LIFTING DEVICES

- A. Galvanized flush-type that do not project beyond the edge of the panels.
- B. Capable of lifting the maximum size of panels (11.5 ft x 7 ft x 5 inches) and of tilting them from horizontal position to vertical position.
- C. Shear factor of safety of 2.66:1 for lifting from a flat position and a tension factor of safety of 4:1 for lifting from a vertical position.
- D. Designed for shear so that the panels can be lifted from either side.
- E. Provide a sealing cover.

2.4 CONCRETE POSTS

- A. Cast posts in metal forms.
- B. Permanently mark each post with date of casting and post the identification number supplied by the inspector. Place markings in fresh concrete in the portion of the post that will be embedded in soil.
- C. Department accepts posts if they:
 1. Meet the 28 day compressive strength.
 2. Are cured and sealed according to specification.
 3. Have been visually inspected and accepted by the Engineer.
 4. Have sides that do not deviate from a straight line by more than 3/8 inches per post height.
- D. Replace posts that are:
 1. Cracked or damaged.
 2. Not permanently marked.

2.5 PRECAST CONCRETE PANELS

- A. Fabricator will be pre-qualified as a supplier of pre-cast concrete products in accordance with the Quality Management Plan.
- B. Cast the panels to required tolerances regarding all dimensions.
 1. Cast in metal forms.
 2. Do not use coloring additives.
 3. Make panels match in contrast.

- C. Permanently stamp panel identifications number supplied by Engineer in the top surface of one lifting device prior to casting.
- D. Expose the aggregate on both sides. Remove all residue from exposed surfaces.
- E. Department accepts panels when they:
 - 1. Meet the 28 day compressive strength.
 - 2. Are cured and sealed according to specification.
 - 3. Have been visually inspected and accepted by the Engineer.
 - 4. Have sides that do not deviate from a straight line by more than 1/8 inch.
- F. Replace panels that:
 - 1. Are cracked or damaged.
 - 2. Do not match in contrast.
 - 3. Are not permanently marked.

PART 3 EXECUTION

3.1 LIMITATIONS

- A. Refer to Section 03055 for hot and cold weather limitations.

3.2 CURING

- A. Refer to Section 03390

3.3 POST HOLES

- A. Refer to Standard Drawings SW 3B and SE 4B.
- B. Place edge of post holes no nearer than 2 ft from any underground utility.

3.4 LIFTING DEVICES

- A. Place waterproof caps in the lifting devices after the panels are permanently placed.

3.5 CONCRETE POSTS

- A. Set true to line and grade. Reject and replace posts more than 1/2 inch out of plumb in exposed length.
- B. Replace posts that do not adequately support or accept insertion of the precast panels.
- C. Replace cracked or damaged posts.

- D. Glue elastomeric bearing pads to the concrete post for Precast Retaining/Noise Wall, following the manufacturer's recommendations.

3.6 PRECAST CONCRETE PANEL PLACEMENT

- A. Set elevations in the field for Engineer's acceptance. Stake elevation to the bottom of the bottom panel. Align as shown on the plans.
- B. Place the panels in the posts with the form side facing the highway.

3.7 RETAINING WALL

- A. Follow Standard Drawings SW 6, SW 7.
- B. Composite drainage material:
 - 1. Place behind the wall panels at each weep hole location.
 - 2. Place the fabric side of the material against the fill. Extend the length of the material from the bottom of the wall panel to the top of the fill.
- C. Filter Fabric: Place around the back side of the posts as shown in the plans. Extend the material from the bottom of the wall panel to the top of the fill.
- D. Free Draining Granular Backfill Borrow: Place and tamp down behind the wall panels, between the posts to the fill heights and length, and at the locations shown on the plans.

3.8 EXISTING NOISE WALLS AND RETAINING WALLS

- A. Any damage to the existing noise walls or retaining walls will be repaired as part of the Contract with no additional cost at the discretion of the resident engineer.

SPECIAL PROVISION
STP-LC35(123)
SECTION 03371S
ELECTRICAL ENCLOSURE

PART 1 GENERAL

This specification covers the design and construction of weatherproofing for the electrical enclosure in the tunnel. Design and construct the structure and other features to ensure that the electrical facilities are adequately protected from inclement weather. Include vandal resistant metal frame over electrical enclosures. The bollards are intended for lighting purposes only not as vehicle control.

1.1 SECTION INCLUDES

The design and construction of the required features at the electrical enclosure in the tunnel will be in accordance with this Performance Specification and the relevant requirements of the following standards, unless otherwise stipulated in this specification. Standards and references specifically cited in the body of the specification establish requirements that shall have precedence over all others:

1.2 REFERENCES

A. Uniform Building Code (Current Edition).

1.3 SUBMITTALS

A. Drawing of electrical plan, enclosures and vandal resistant metal frame.

PART 2 DESIGN AND PRODUCTS

Design and construct a durable structure and other weatherproofing features that ensure the electrical enclosures in the tunnel are adequately protected from weather and vandalism. Design in accordance with the most recent version of the Uniform Building Code. Comply with requirements in the Utah Department of Transportation 2002 Standard Specifications for Road and Bridge Construction.

Design Attributes of the proposed features shall include:

1. Provide vandal proof surface mounted “dome” lights
2. Provide adequate vertical clearance
3. Provide adequate reinforcing to assure structural integrity;
4. Submit shop drawing to Engineer for approval aesthetically attractive colors;
5. Submit shop drawing to Engineer for approval of color to match surrounding features;
6. Submit shop drawing to Engineer for approval that will provide adequate lighting;
7. New Branch circuit panelboard “1 LA” for tunnel lighting and security power.
(120/240V 1 ϕ 3W, 24 circuit, 100A MLO, NEMA 3R) Use Meyers underground

- pedestal or equivalent with approval by Engineer. Provide 2-feet deep foundation with a minimum of a 24" by 24" concrete pad for the service pedestal;
8. Meter socket / main disconnect, (note: actual utility connection point is not known at this time – therefore, location indicated is preliminary only for review purposes);
 9. Provide trenching, backfill, conduit and wiring for panel "1LA" service entrance feeder;
 10. Design Build Team to use existing or provide a new UP&L power pole with pole mounted 120/240V transformer;
 11. Weatherproof, GFI duplex, receptacle for seasonal decorative lighting at both ends of the tunnel; and
 12. Provide shop drawings for Engineer approval of any junction boxes, conduit and fittings. All conduits will be a minimum of ¾". Any exposed conduit will be contained within a rigid pipe.

PART 3 CONSTRUCTION

The weatherproofing features are to be designed and constructed to ensure that the electrical enclosures in the tunnel are adequately protected from adverse weather conditions. Ensure protection for the electrical facilities from rain or snow and the potential of snow slides. Assure that the features are constructed with no visible defe

UTAH DEPARTMENT OF TRANSPORTATION

PARLEY'S CROSSING TUNNEL @ I-215

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REQUEST FOR PROPOSAL (RFP)

PART 5

Quality Plan Requirements

P5 1.0 INTRODUCTION

This Part defines the Quality Plan needed to ensure compliance with the Contract Documents, applicable regulatory requirements and industry standards. Quality Control and Quality Assurance procedures shall be prepared defining in detail the quality systems and processes that will ensure compliance with all specified requirements in this Part.

P5 2.0 QUALITY PLAN

Prepare a Quality Plan and Procedures Manual describing the quality processes, systems and responsibilities that will ensure the quality, safety and reliability of work performed for each phase of work under this Contract. The Contractor will be responsible for the quality of all work, including all work and products of Subcontractors of all tiers fabricators, suppliers and vendors both on-site and off-site. UDOT, through the Project Manager, reserves the right to, and will conduct periodic quality audits on the Project and will perform all construction acceptance testing. UDOT will sample, test material used and work completed by the Contractor, Subcontractors of all tiers and suppliers/vendors. The Contractor's Quality Plan must be capable of ensuring that all aspects of the work, including design, procurement, fabrication, installation, inspection, construction and modifications, comply with the requirements of the Contract. The Contractor's Quality Plan must clearly define design and construction Quality Control (QC) and design Quality Assurance (QA) Systems that clearly and concisely demonstrate the ability of the Contractor to provide high quality products in all phases of the work.

Monitor and review the Quality Plan throughout the course of the Project and update the Plan as required or when instructed to do so by the Project Manager. Submit all Quality Plan updates to the Project Manager for approval.

Submit the Quality Plan and Procedures Manual to the Project Manager for approval no later than thirty (30) days after Contract Award. Work may not proceed until the Quality Plan and Procedures Manual is approved by the Project Manager. All revisions to the Quality Plan must also be approved by the Project Manager.

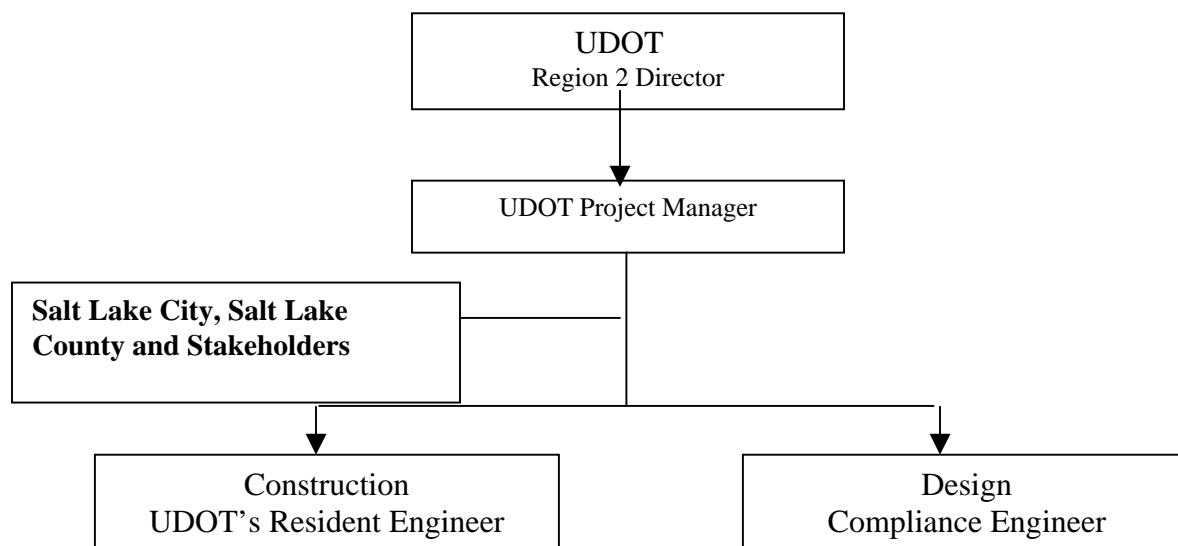
P5 2.1 DB TEAM ORGANIZATION

Require the design and construction Quality Control functions and the design Quality Assurance function to report to the Contractor's Project Quality Manager. Provide a Quality Assurance organization where individuals responsible for executing quality responsibilities report to an executive level of management, separate from line organizations responsible for performing the work, to ensure objective and independent freedom and executive level support to identify and document indeterminate and non-conforming conditions. Include the applicable quality team organization chart with the Quality Plan and Procedures Manual.

P5 2.1.1 UDOT's Organization

UDOT's organization for this Project is indicated in Figure 2-1. UDOT reserves the right to make adjustments to reflect particular requirements or conditions associated with efficient administration of the Contract.

Figure 2-1



See RFP Part 5, for definition of Authority and Duties of Engineer.

The role of the Project Manager in respect to Quality Management for the design and construction phases of the Contract is as follows:

Design:

The Design Compliance Engineer will perform audits of the Contractor's design QC/QA processes, provide concurrence that Contractor's concepts meet design criteria, perform UDOT design reviews, and provide concurrence with the Contractor's Design.

Construction:

UDOT Resident Engineer will determine the quality and acceptability of all products incorporated into the Project. In addition to the acceptance testing, the UDOT Resident Engineer will monitor and audit the Contractor's conduct of construction QC processes. See RFP Part 5, for definitions of Authority and Duties of Engineer.

P5 2.2 DESIGN CONTROL

The Contractor will be responsible for all QC/QA systems and processes for the design of the Project. Assign a Design Quality Manager who is one of the Key Personnel. The Design Quality Manager will be responsible for the over-all management of the Design QC/QA programs and will report to the Contractor's Project Quality Manager.

Ensure that all designs of the Project are properly checked by the Designer and QC/QA procedures are certified by the Design Quality Manager. UDOT will participate in over-the-shoulder reviews during the design process and will approve the Final Design. Construction work will not proceed until Release for Construction Design Review is completed.

Establish, document and maintain procedures to control and verify the engineering design processes, including disciplines and individuals responsible for each design and development activity, to ensure specified design requirements are met.

Identify and document all design input requirements. Conduct design reviews to determine that appropriate quality, safety and reliability standards have been specified, and that parts, materials, equipment and processes are appropriate to the application.

Perform interdisciplinary review of design calculations, drawings and specifications by individuals other than those who originated the design, and with qualifications at least equal to those of the originator.

Perform design verification to establish that design output meets the design input requirements by means of design control measures, i.e., conducting and documenting design review meetings, qualification tests, demonstration, etc. Make the results of the design verification reviews available to UDOT for their review.

Design changes will be subject to the same design control and checking processes as the original design.

P5 2.2.1 Designer

Appoint a suitably qualified and experienced Designer that may be a consultant or an in-house design team, to undertake the design of the Project. The Designer must have, or establish, an office in the local area and shall maintain all necessary representation throughout the duration of the Contract to ensure the Designer can meet all its obligations under the Contract.

P5 2.2.2 Design Reviews

P5 2.2.2.1 Release for Construction Design Review

The Contractor may start construction of any element of the Work only after all the following items have occurred:

- a) The Designer has conducted its design QC/QA checks throughout the design process in compliance with the Quality Plan and certifies in writing that the design is complete to the appropriate level or stage of review, checked and ready to be released for construction;
- b) The Design QC/QA Manager has issued a written certification that:

- Design checks have been completed;
 - Any specifications that require modification, as requested by the DESIGN-BUILD Team, have been submitted and approved by the ENGINEER and the DEPARTMENT;
 - Contract Requirements, are being conformed to;
 - Design QC/QA activities are following the Contractor's Quality Plan; and
 - All outstanding issues or comments from Design Reviews have been resolved;
- c) The Responsible Engineer has stamped and sealed with his engineer's PE stamp all drawings prepared by the Responsible Engineer. For those drawings and documents included in the submittal that are prepared by an equipment supplier, the Responsible Engineer will affix a stamp that indicates the design shown on the sheet or document conforms to the overall design and Contract Document requirements;
- d) Contractor has verified that:
- Design has undergone constructability review and is constructible as represented;
 - Construction design, Construction Drawings and Project Specifications for the portion of the Project to be constructed have been completed and checked; and
 - The Traffic Control Plan applicable to the Work has been completed in accordance with Contract Documents; and
- e) The Project Manager has issued a written statement of concurrence on the design and the Traffic Control Plan.

The Engineer's Design Review, participation in Design Reviews and/or comments will not constitute approval or acceptance of the design or subsequent construction.

The construction on the Project shall only progress to the extent covered by the relevant design documents that have been processed. Prior to construction progressing further, the Contractor shall complete the next stage of design and design review and/or submission.

P5 2.2.2.2 Final Design Review

The Final Design Review will be used to verify that the concepts and information presented and contained in the Release for Construction Design have been followed and Contract requirements have been met throughout the development of Project design.

This stage of Design Review shall require a formal submittal of design documents to the Project Manager for review and approval. Project Stakeholders may participate in Final Design Reviews. Stakeholders may provide comments to be addressed and/or resolved.

After Final Design Review, the Contractor may complete construction of the Work covered by the applicable design documents without further formal Design Review.

P5 2.3 INSTRUCTIONS, PROCEDURES AND DRAWINGS

Prescribe and perform Activities affecting quality and services in accordance with documented instructions, procedures or drawings that include or reference appropriate quantitative or qualitative acceptance criteria for determining that prescribed results have been satisfactorily attained. Describe the activity to a level of detail commensurate with the complexity of the

activity and need to assure consistent and acceptable results. Determine the need for and level of detail in written procedures or instruction based upon the complexity and significance of the risk. Controlling Contract Documents such as instructions, procedures and drawings are subject to acceptance by UDOT before related work starts.

Define a QC/QA system that ensures the development and control of clear project specifications, drawings, and procedures that assure the design specifications and design criteria are met in the construction of all items of work.

P5 2.4 DOCUMENT CONTROL

Control the preparation, issue and change of documents that specify quality requirements or prescribe activities affecting quality such as instructions, procedures, drawings or project specifications to assure that correct and current documents are being used. Review such documents, including changes thereto, for adequacy and approval for release by the Design Manager and Design Quality Manager. Review and approve changes to documents through the same organizations that performed the original review and approval. Ensure the reviewing personnel have access to pertinent background data or information upon which to base their approval.

P5 2.5 PROCUREMENT CONTROL

Provide products, materials and services purchased from suppliers and subcontractors that have a demonstrated effective product quality history. Evaluate and approve suppliers and subcontractors based on their ability to meet defined quality, safety and reliability performance standards. For concrete materials utilize UDOT certified suppliers.

Pass down UDOT specified quality and design requirements to suppliers and Subcontractors. Monitor and evaluate suppliers and subcontractors performance to ensure compliance to Contract Documents, facilitate continuous improvement to prevent product failure.

Maintain records of supplier and subcontractor's qualifications and performance and make available to UDOT upon request.

In accordance with the UDOT 2002 Standard Specifications, Manufacturers Certifications of Compliance for all materials incorporated into the Project are required. Maintain records of all Manufacturers Certificates of Compliance and make them available to UDOT upon request.

P5 2.6 PROCESS CONTROL

Processes (construction, manufacturing, installation, etc.) shall be planned, documented and approved by authorized individuals. Quality workmanship standards shall be stipulated in written standards. Individuals performing the work shall be trained and qualified in specific processes and quality workmanship standards.

P5 2.7 CONSTRUCTION QUALITY MANAGEMENT

Provide a Construction Quality Organization that includes the personnel and facilities described in this RFP Part 5, Section 2.7.

P5 2.7.1 Construction Quality Manager

The Contractor will assign a Construction Quality Manager. This individual will be considered one of the Key Personnel. The Construction Quality Manager will be responsible for the over-all management of the Construction QC programs and will report to the Project Quality Manager.

P5 2.7.2 Quality Control Personnel

Provide sufficient, qualified personnel to conduct adequate Quality Control. Maintain a quality control sampling and testing staff, independent from production and engineering assignments and responsibilities, under the direction of the Contractor's Construction Quality Manager to perform QC activities. All QC activities except sampling and testing remain the responsibility of production and engineering staff.

The Contractor's Construction Quality Manager shall have a Bachelors degree from an accredited four (4) year institution in engineering or related field and a minimum of five (5) years Project Quality Control experience.

Assure quality control inspection and test personnel have experience and training commensurate with the work to be performed. Provide quality control inspection personnel with a minimum of two (2) years experience for the type of work to be inspected. Establish minimum competence levels for QC inspectors for special processes activities, requiring qualified/certified production, inspection and test personnel in the Quality Plan and Procedures.

Ensure the QC inspection staff has been trained in the applicable Inspection, sampling and testing procedures for the Work. Provide trained and experienced QC inspection staff commensurate with the scope, complexity and nature of the activity to be controlled. Nationally recognized certifications from, ACI, and/or WAQTC are required.

Construction operations requiring field quality assurance sampling and testing shall proceed only in the presence of assigned UDOT Quality Assurance personnel.

P5 2.7.3 Staffing Levels

The actual size of the field/site staff shall reflect the complexity, needs, shifts and composition of QC activities consistent with work in progress.

The number of QC field inspection personnel will fluctuate throughout the life of the Contract, and will be dependent upon the Contractor's construction schedule, the relative locations of the work to be covered and the nature of the work. Maintain QC staffing levels in accordance with the Quality Plan.

The QC staffing schedule shall be updated as necessary throughout the Contract duration to reflect accurate forecasting of QC staffing requirements.

P5 2.7.4 Materials Technicians

Assign qualified materials technicians to conduct the QC sampling and testing of materials, goods and supplies. The training and experience of the QC materials technicians shall be commensurate with the scope, complexity and nature of the activity to be tested.

P5 2.7.5 Control of Special Process and Job Control Testing

Assure special processes and job control testing conforms to applicable Government Codes and Standards, Industry Standards and UDOT Contract requirements. Examples of special processes and job control tests may include, but are not limited to:

Special Processes:

- Non-destructive examination
- Aesthetic treatments.

Job Control Testing:

- Concrete;
- Compaction Testing
- Asphalt Testing; and
- Aesthetic treatments.

P5 2.7.6 Inspection and Test

Provide detailed instructions to ensure consistent compliance with design documents, construction instructions and performance requirements. Inspection instructions shall include workmanship and shall be reviewed and approved by the Project Quality Manager. Conduct pre-job testing and Contractor QC requirements in accordance with RFP Part 5, Appendix A.

UDOT conducts all acceptance testing and maintains all records of inspections and tests that document results (pass or fail) and verifies that the permanent work passed defined acceptance criteria.

P5 2.8 QUALITY RECORDS

Quality records are documents that specify the design, document results of inspections and tests, and include all other related documents. Identify, collect, index and store Quality records in a

manner that precludes damage, loss or deterioration. Designate specific retention times and location(s) and make the records accessible for use. As a minimum quality records shall be identified by title, Project number, revision, date and signed by an authorized individual. Quality records are considered valid only if stamped (controlled) or signed by an authorized individual. Corrections or revisions to quality records shall receive the same level of review and approval as the original documents. Make Quality records available for review by UDOT upon request.

P5 2.9 INTERNAL QUALITY ASSURANCE AUDITS

Schedule and conduct Internal Design Quality Assurance audits on an on-going basis based on the status and critical nature of design activities. Conduct Internal Design Quality Assurance audits with experienced Quality Assurance personnel independent of those responsible for the activity being audited.

Document results of Design Quality Assurance Audits and distribute to management of the audited organization and UDOT. Conduct investigative actions to determine the problem cause and implement corrective actions to correct the problem and prevent recurrence.

P5 2.10 QUALITY TRAINING

Identify and document training needs to support work in the Contract Documents and provide for the training of all personnel performing activities affecting quality. Qualify personnel performing specific assigned tasks on the basis of appropriate education, training and experience. Retain records of training activities as quality records and make available to UDOT upon request.

P5 2.11 QUALITY ASSURANCE INSPECTION

All Quality Assurance Inspection will be conducted by UDOT. Minimum testing requirements will be in accordance with the 2002 Standard Specifications for Road and Bridge Construction.

Quality Assurance Inspections conducted by UDOT personnel in no way relieves the Contractor of responsibility for compliance to all Contract requirements.

P5 2.12 QUALITY HOLD POINTS

Define hold points in the Quality Plan and Procedures Manual to verify compliance to Contract Documents during all phases of work. Work may not proceed until each hold point has been released by UDOT. Inspections by UDOT do not relieve the Contractor from performing Contract required internal, in-process and final inspections.

P5 2.13 ACCESS TO WORK AREAS

Provide UDOT access wherever work is performed under this Contract to conduct audits, inspections and tests to verify compliance to Contract Document requirements. Access includes onsite and offsite work areas and work areas of Subcontractors and suppliers.

Audits, inspections and tests conducted by UDOT shall not in anyway relieve the responsible organization of the responsibility to conduct required QC/QA processes to ensure compliance to all Contract Document requirements.

P5 2.14 FAILURE TO PERFORM

In the event the Contractor fails to adequately perform any provisions of this section, UDOT, at its sole discretion, reserves the right to perform any or all provisions of this section and backcharge the Contractor for actual cost to UDOT of such services or material as opposed to the amount the DB Team may have proposed initially for services in dispute. Backcharge amount will be deducted from progress payments. Remedy for Contractor's failure to perform will be in addition to any other right or remedies available to UDOT under this Contract.

P5 3.0 MEASUREMENT AND PAYMENT

P5 3.1 MEASUREMENT

The work in this section will not be measured separately.

P5 3.2 PAYMENT

Payment for all work outlined by the quality Plan must be included in the guaranteed Lump Sum Project amount. Separate payment for required QC/QA work will not be made.

Utah Department of Transportation

PARLEY'S CROSSING TUNNEL @ I-215

PROJECT STP-LC35(123)

REQUEST FOR PROPOSAL (RFP)

APPENDIX A

Project Description, Contractors Responsibility and Project Status

FORM OF PROPOSAL

To: Utah Department of Transportation

Re: Parley's Crossing Tunnel @ I-215
Project STP-LC35(123)

Dear:

1. Having inspected the Site, Contract Documents Parts One to Five (inclusive), and all other information issued by the Utah Department of Transportation (UDOT) for the execution of the Project which is described or listed in the Contract Documents, and having completed the Pricing Forms contained in RFP, Appendix A, we [jointly and severally] offer to execute the Project in accordance with the Contract, the Appendix to the Form of Proposal, and the addenda listed in the Appendix to the Form of Proposal, for such sum as shall be ascertained in accordance with the Contract Provisions.
2. In consideration for UDOT supplying us, at our request, with the Contract Documents and agreeing to examine and consider this Proposal, we undertake [jointly and severally]:
 - a) to keep this Proposal open for acceptance for the period stated in the Appendix hereto without unilaterally varying or amending its terms [and without any member withdrawing or any other change being made in the composition of the partnership/joint venture/consortium on whose behalf this Proposal is submitted];
 - b) if this Proposal is accepted, to provide security for the due performance of the Contract as stipulated in the Contract Documents and the Appendix hereto; and
3. We submit with this Proposal a duly executed Proposal Bond in the form required in ITP paragraph 3.5 in respect of our obligations under this Proposal.
4. Unless and until a formal agreement is prepared and executed, this Proposal together with UDOT's written acceptance thereof shall constitute a binding contract between us.
5. We understand that UDOT is not bound to accept the lowest priced proposal or any proposal UDOT may receive.
6. We further understand that all costs and expenses incurred by us in preparing this Proposal and participating in this Proposal will be borne solely by us, except any amount which may be due us in accordance with the Instructions to Proposers.
7. We agree not to challenge, question or seek to review any decision of UDOT in regard to this Proposal, including but not limited to any decision to award the Contract to another party or to not award the Contract at all.

8. This Proposal shall be governed by and construed in all respects according to the laws of the State of Utah.

Signature _____

Name _____
(Title/Position)

For and on behalf of _____

Address _____

Before (witness) _____

Signature _____

Name _____
(Title/Position)

For and on behalf of _____

Address _____

Before (witness) _____

Date: _____

PROPOSAL BOND

Date Bond Executed: _____

Principal:

Surety:

Sum of Bond

Date of Proposal:

KNOW ALL MEN OF THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the STATE OF UTAH, ACTING BY AND THROUGH THE UTAH DEPARTMENT OF TRANSPORTATION in the sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, there whereas the principal has submitted the accompanying Proposal, dated as shown above, for the SR 189 Vivian Park to Wasatch County Line Design-Build Project, the same being identified as Project No. *SP-0189(6)14.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal does not execute a contract and give bond to be approved by the obligee for the faithful performance there within 15 days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the Utah Department of Transportation as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the obligee for the faithful performance thereof within 15 days after being notified in writing of such contract to the principal, then this obligation shall be null and void.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Individual or Partnership Principal:	Corporate Principal:	
	Business Address:	
	By:	Affix Corporate Seal
	Title:	
Note:	Corporate Surety	
Corporations executing the Bond as Sureties must appear on the United States Department of the Treasury's list of approved sureties and must act within the limitation listed therein.	Business Address	
	By	Affix Corporate Seal
	Title Attorney-in-Fact	

STATE OF UTAH
COUNTY OF SALT LAKE } ss

_____ being first duly sworn, on oath, deposes and says that he/she is the Attorney-in-Fact of the above-named Surety Company, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said company is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings, and obligations.

Subscribed and sworn to before me this _____ day of _____, 2003.

Attorney-in-Fact _____

Notary Public _____

My Commission Expires _____

ADDENDA ACKNOWLEDGMENT FORM

ACKNOWLEDGMENT OF RECEIPT ADDENDA AND CLARIFICATION NOTICES

(To be attached to Proposal Cover Letter)

(Name of Proposer)

We hereby acknowledge receipt of the addenda and clarification notices issued by the Utah Department of Transportation for the Request for Proposals for the Parley's Crossing Tunnel @ I-215

Addendum No.

Date Issued

_____	_____
_____	_____
_____	_____

Clarification Notice No.

Date Issued

_____	_____
_____	_____
_____	_____

(Signed)

(Date)

(Printed or Typed Name)

(Title)

APPENDIX TO FORM OF PROPOSAL

Appendix – Part 1

1. Proposal Validity Period 90 days from Proposal Due Date
2. Warranty Period _____ (___) years
3. Proposal Bond 5% of the Proposal Price
4. Performance Bond 100% of Contract Price
5. Payment Bond 100% of Contract Price
6. Warranty Bond _____% of Contract Price
7. Details of the Contractor's minimum required insurance (per RFP Part 4, Supplemental Specification 00810).
8. Liquidated Damages, for failure to achieve Completion by date specified in RFP Part 1, **Section 1.16**, shall be according to Utah Department of Transportation 2002 Standard Specifications, Section 00555, Article 1.17, Table 1.
9. Rate of retention 5% of the total of each interim payment
10. UDOT's address:

Utah Department of Transportation
4501 South 2700 West
Salt Lake City, UT 84119

APPENDIX – PART 2
(To be completed by the Proposer as part of the Proposal Documents)

1. Contractor's proposed insurance policy coverage;
2. Contractor's proposed Designer;
3. Contractor's proposed Named Subcontractors;
4. Parts of the Project proposed to be subcontracted other than to Named Subcontractors;
5. Contractor's local address within the County; and
6. Proposal Addenda issued by the UDOT and received by the Proposer:

Addendum No.:

Date:

FORM C
SINGLE POINT OF CONTACT

Proposer's Name: _____

Name of Point of Contact: _____

Company Affiliation: _____

Address: _____

Office Phone: _____

Fax: _____

Cell Phone or Pager No. _____

FORM CF

RFP COMMENT FORM

Comment Sheet No. _____ of _____ Sheets

Part No.	Section No.	Comment(s)	Reserved for UDOT Response

FORM CR

COMMITMENT TO ASSIGN IDENTIFIED RESOURCES TO PROJECT

Proposer's Name: _____

Understanding UDOT's concern that the personnel resources specifically represented and listed in the SOQ and this Proposal actually be assigned to the Contract (if awarded to this Proposer) and not also be committed to other Projects, _____ (Name of Proposer) commits that the personnel resources shown in the Proposal, including identified design staff, will be available to the extent within this Proposer's control. If awarded the Contract, this Proposer will undertake all reasonable efforts to provide all the Key Personnel identified in its SOQ and Proposal on a full time basis for the periods necessary to fulfill their responsibilities.

In making this commitment, we include the following reservations. (If made without reservation, enter "NONE").

Signed: _____ Date: _____

Printed Name: _____

Title: _____

(To be executed by the Proposer's designated Principal-on-Site or Project Manager)

FORM E-1

PROJECT DESCRIPTION OF PRINCIPAL PARTICIPANT

[Only required for new Principal Participant(s)]

Name of Proposer: _____

NAME OF PRINCIPAL PARTICIPANT:

Years of Experience:

Structures: _____

Slope Stabilization: _____

Project Description and Nature of Work for Which Company Was Responsible:

Describe Site Conditions:

(Use additional sheets as necessary to describe project and site conditions)

Name of Client (Owner/Agency, Contractor, etc.):

Address: _____

Contact Name: _____ **Telephone** _____

Owner's Project or Contract No. _____ **Fax No.** _____

Contract Value (\$): _____

Value of Work Performed by Firm (\$): _____

Percent of Contracted Work Performed by Company: _____

Commencement Date: _____ **Planned Completion Date:** _____

Actual Completion Date: _____

Amount of Claims: _____ **Any Litigation:** Yes____ No ____

FORM E-2
PROJECT DESCRIPTION OF DESIGNER

(Only required for new Designer)

NAME OF PROPOSER: _____

NAME OF DESIGNER:

Years of Experience:

Structures: _____ **Tunneling Design:** _____

Maintenance of Traffic Design: _____

Project Description and Nature of Work for Which Company Was Responsible:

Describe Site Conditions:

(Use additional sheets as necessary to describe project and site conditions)

Name of Client (Owner/Agency, Contractor, etc.):

Address: _____

Contact Name: _____ **Telephone** _____

Owner's Project or Contract No. _____ **Fax No.** _____

Contract Value (\$): _____

Value of Work Performed by Firm(\$): _____

Percent of Contract Work Performed by Company: _____

Commencement Date: _____ **Planned Completion Date:** _____

Actual Completion Date: _____

Amount of Claims: _____ **Any Litigation:** Yes _____ No _____

FORM E-4

PROJECT DESCRIPTION OF NAMED SUBCONTRACTOR

NAME OF PROPOSER:

NAME OF SUBCONTRACTOR:

Type of Contractor: _____

Years of Experience: _____ **Structures:** _____ **Tunnel Construction:**
_____ **Maintenance of Traffic:** _____

Project Description and Nature of Work for Which Company Was Responsible:

Describe Site Conditions:

(Use additional sheets as necessary to describe project and site conditions)

Name of Client (Owner/Agency, Contractor, etc.):

Address: _____

Contact Name: _____ **Telephone** _____

Owner's Project or Contract No. _____ **Fax No.** _____

Contract Value (\$): _____

Value of Work Performed by Firm (\$): _____

Percent of Contract Work Performed by Company: _____

Commencement Date: _____ **Planned Completion Date:** _____

Actual Completion Date: _____

Amount of Claims: _____ **Any Litigation:** Yes ___ No ___

FORM KP

PROPOSED KEY PERSONNEL INFORMATION

Name of Proposer: _____

Position	Name	Years of Experience	Education/ Registrations/ Certifications	Parent Firm Name	Reference Name, Phone & Fax numbers. (*)
Project Manager					
Construction Manager (Superintendent)					
Tunnel Design Manager					
Civil Design Manager					
Lead Geotechnical Engineer					

Position	Name	Years of Experience	Education/ Registrations/ Certifications	Parent Firm Name	Reference Name, Phone & Fax numbers. (*)
Lead Structural Engineer					
Community, and Public Involvement and CSS Manager					
Maintenance of Traffic Manager					
Construction Quality Manager					
Design Quality Manager					

* Provide two (2) references for Project Manager and one (1) reference for all others.

FORM L-2

PROPOSER'S ORGANIZATION DATA

(Required only if Organization changed from SOQ)

Proposer's Name: _____

Company Names	Head Office Addresses	Country/ State of Incorporation	Tel/Fax Numbers
1. Principal Participants			
2. Designer			

FORM L-3

INDIVIDUAL FIRM DATA

(Required for any new Principal Participant or New Designer)

Proposer's Name: _____

1. Company Name: _____			
2. Head Office Address: _____ _____ _____			
Telephone No.: _____		Fax No.: _____	
3. Regional Office Address (if any): _____ _____ _____			
Telephone No.: _____		Fax No.: _____	
4. Local Office Address (if any): _____ _____ _____			
Telephone No.: _____		Fax No.: _____	
6. State and Year of Incorporation: _____			
7. Principal Officers:			
Name	Company	Position	Years with
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

FORM LSI
LETTER OF SUBCONTRACT INTENT

_____ intends to subcontract work for the
(Proposer's Name)

Parley's Crossing Tunnel @ I-215

_____ to perform the following types of work:
(Name of Subcontractor/Consultant)

The minimum value of the Subcontract is _____.

For the Proposer:

(Signature)

(Printed Name)

(Title)

(Date)

For the Subcontractor/Consultant:

Confirmed by: (Signature)

(Printed Name)

(Title)

(Date)

FORM NS
NAMED SUBCONTRACTORS

Proposer Name _____

Specialty / Assignment	Subcontractor Name / Contact	Address of Head Office	Tel / Fax	For last 2 Projects, list Project Name, Owner, and Owner Contact Name, Phone & Fax No.	
				Project 1	Project 2

Add additional sheet(s) as necessary.

FORM O-1
INDIVIDUAL FIRM INFORMATION

(Required for any new Principal Participant, Designer or Named Subcontractor)

Name of Proposer: _____

<p>NAME OF COMPANY: _____</p> <p>Position in Proposer's Organization:</p> <p>Principal Participant: _____ Designer: _____</p> <p>Other Named Subcontractor: _____</p>
<p>Primary Products & Services:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Industry Rank: _____ Category: _____ Rating Source: _____</p>
<p>Number of Permanent Employees: _____</p> <p>Location of Headquarters: _____</p> <p>Location of Support Facilities for the Work: _____</p>
<p>ISO Certifications Held: _____</p> <p>By What Offices/Divisions at What Location: _____</p> <p>_____</p>
<p>Contact Name: _____ Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>Telephone: _____ Fax: _____</p> <p>E-mail: _____</p>
<p>Proposed Functional Role if a Principal Participant:</p> <p>_____</p>
<p>Management Experience if Proposer or Sponsoring Principal Participant:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

Use additional sheets if necessary.

FORM O-2
SUBCONTRACTOR INFORMATION
(Other than Named Subcontractors)

Name of Proposer: _____

Name & Address of Subcontractor	Project Work Assignment	Description, Value and Location of Similar Works Previously Executed

Use additional sheets when needed.

[LETTERHEAD OF INDEPENDENT LAW FIRM OR IN-HOUSE COUNSEL]

Utah Department of Transportation (“UDOT”)

4501 South 2700 West

Salt Lake City, UT 84119

Attn: _____

Re: Request for Proposals (“RFP”)

Parley’s Crossing Tunnel @ I-215

Project STP-LC35(123)

Gentlemen:

[Describe relationship to Proposer and its joint venture members, general partners, and any other entities whose approval is required in order to authorize delivery of the Proposal.] This letter is provided to you pursuant to Paragraph 3.3.1 of the Instructions to Proposers contained in the RFP.

In giving this opinion, we have examined _____. We have also considered such questions of law and we have examined such documents and instruments and certificates of public officials and individuals who participated in the procurement process as we have deemed necessary or advisable.

In making this response we have assumed that all items submitted to us or reviewed by us are genuine, accurate and complete, and if not originals, are true and correct copies of originals, and that all signatures on such items are genuine.

Subject to the foregoing, we are of the opinion that:

1. [opinion regarding formation and existence of Proposer and each of its joint venture members and general partners]
2. [opinion that the Proposer has power and is duly authorized to execute and deliver the Proposal and Design-Build Contract]
3. [opinion that the Proposal has been duly and validly executed and delivered and constitutes a legal, valid and binding obligation of the Proposer and its joint venture members/general partners to enter into the Contract if awarded] [updated opinion will state that the Contract has been duly and validly executed and delivered]
4. [opinion that all required approvals have been obtained with respect to execution and delivery of the Proposal and Contract; and that the Proposal and Contract do not conflict with any agreements to which Proposer or its joint venture members/general partners are a party or with any orders, judgments or decrees by which Proposer or its joint venture members/general partners are bound.]

FORM PP
PRICE PROPOSAL COVER SHEET

Proposer's Name: _____

Proposer's identification code (to be assigned by Department): _____

This Price Proposal is submitted in response to the Request for Proposals, dated March 17 2004 , and includes the following:

3.2.1.1

3.2.1.2 Section 1:

- Form PP Price Proposal Cover Sheet.

Section 2:

- Form PP-1 Price Proposal;
- Form PP-2 Maximum Monthly Payment Schedule;
- "Blinded" copy of Proposed Baseline Schedule.

Signed by Parties signing Form of Proposal:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signatures)

(Representing)

(Dates)

FORM PP-1

COST LOADED SCHEDULE

Proposer: _____

Submit a hard copy (time scaled logic diagram showing activity logic ties) and electronic copy of a CPM schedule showing activity level detail with associated costs. The electronic copy shall be done using SureTrak 3.0. Show costs as a percentage of the overall project amount, and not actual dollar amounts.

Total Bid Price.....\$_____

Lane Rental.....\$_____

Authorized Signature: _____

FORM PP-2

MAXIMUM MONTHLY PAYMENT SCHEDULE

Proposer: _____

March 2004.....\$_____

April 2004.....\$_____

May 2004\$_____

June 2004.....\$_____

July 2004.....\$_____

August 2004\$_____

Total Bid Price \$_____

FORM SW

STANDARD FORM – STATUS OF WORK UNDER CONTRACT

UDOT projects advertised at \$500,000 or more required UDOT pre-qualification and completion of this form by all Proposers. The signed original form must be included in the Proposal. If not included, the Contractor's Proposal will be declared non-responsive by the DEPARTMENT. Contractors pre-qualified as UNLIMITED need to indicate Current Authorized Pre-qualification as Unlimited. For further clarification, refer to the current Utah Standard Specifications, and applicable modification of Section 102.

UTAH DEPARTMENT OF TRANSPORTATION
CONSTRUCTION DIVISION

_____, 2003

BOX 148220

SALT LAKE CITY, UTAH 84114-8220 Phone (801) 965-4108 or 965-4346

Status of Work Under Contract

	Description of Contract And for Whom Performed	State	Date of Award	Amount of Contract	Percent Complete	Probable Date Of Completion	Dollar Amount Outstanding
1							
2							
3							
4							
5							
6							
7							

TOTAL OF OUTSTANDING AMOUNT \$_____

CURRENT AUTHORIZED PRE-QUALIFICATION \$_____

Any falsifications or omissions on the contract work outstanding form may constitute grounds for disqualification.

I hereby certify that the foregoing is a true and complete statement of all public or private work under contract or otherwise prosecuted both in and outside of State of Utah as of date of this request.

(Statement must be signed) _____

Firm Name

By

Address

Title

Parley's Crossing Tunnel @ I-215
Project STP-LC35(123)

Appendix A
Issue Date 04-01-04

UTAH DEPARTMENT OF TRANSPORTATION

PARLEY'S CROSSING TUNNEL @ I-215

PROJECT STP-LC35(123)

REQUEST FOR PROPOSAL (RFP)

APPENDIX B *PROPOSAL DOCUMENTS*

B 1.0 GENERAL INSTRUCTIONS

This Appendix describes the specific instructions for preparing the Proposal Documents that shall become part of the Contract if the Proposer is awarded the Contract.

All Proposers shall submit the information required by this RFP, **Appendix B** in the organization and format specified in RFP, **Appendix C**, Section C2.0.

In addition, portions of the information required by this RFP, **Appendix B** shall be organized in accordance with Section B10.0 and shall be submitted to UDOT by the selected Proposer only prior to Award per RFP Section 5.0 to be incorporated into the Contract.

All forms named herein are found in RFP, **Appendix A** unless otherwise noted.

B 2.0 EXECUTIVE SUMMARY

The Proposer shall submit an Executive Summary in the Evaluation Notebook. The Executive Summary shall contain sufficient information to familiarize reviewers with the Proposer's Project approach and its ability to satisfy the legal requirements of the Contract. The Proposer shall limit the Executive Summary to no more than 10 pages inclusive of text, selected photographs and/or sketches. The Proposers are encouraged to highlight those items which, in the opinion of the Proposer, represent significant value to UDOT and which may distinguish its Proposal from those of others.

At a minimum, the Executive Summary shall include the following:

- a) A description of the major components of the Proposal;
- b) A summary of the design concepts;
- c) A summary of the Proposer's approach to management, design and construction;
- d) An explanation of the experience of the Proposer and its Key Personnel to be assigned to the Contract in managing, designing, and constructing similar projects;
- e) A summary of the Proposer's organization, identifying all Principal Participants and other key firms and describing their role in the Contract; and
- f) A summary of the Proposer's commitment to quality and safety.

No information regarding price shall be included in the Executive Summary.

B 3.0 LEGAL PROPOSAL

The Proposer shall submit:

- a) Form of Proposal that shall constitute a firm offer to UDOT valid for 90 calendar days after the Proposal Due Date. The Form of Proposal shall be executed by the Proposer or by its legally authorized representative;
- b) Appendix to Form of Proposal; and
- c) Letter of Subcontract Intent (Form LSI) for each Subcontractor, including consultants,

known as of the Proposal Due Date.

B 4.0 FINANCIAL PROPOSAL

The Proposer shall submit the Proposal Bond.

B 5.0 TECHNICAL PROPOSAL

B 5.1 PROJECT APPROACH

The Proposer shall submit the design information specified in Sections B5.1.1 through B5.2.

B 5.1.1 Structures

The Proposer shall prepare and submit:

- Details of proposed structure type and construction methods along with what types of materials will be used;
- Discussion of why proposed construction type was chosen, including a discussion of geotechnical issues;
- Discussion of what type of steel reinforcement will be used on this Project and why;
- Details of support mechanisms for the final structure if necessary;
- Discussion of measures to be undertaken to increase freeze/thaw durability of the structure;
- Design concepts for maintaining slope stability at entrance locations on both sides of the tunnel;
- Details of proposed concepts to seal any potential joints in the structure or on the pavement surface;
- Design concepts for dealing with permanent drainage, both surface and groundwater;
- Summary of proposed instrumentation plan;
- Details of proposed weatherproofing of the electrical enclosure; and
- Details of proposed site drainage plan for dealing with drainage during construction.

B 5.1.2 Miscellaneous

The Proposer shall prepare and submit:

- Details on the access and staging locations to complete the structural items and any other items of work.
- Details of what repair work is anticipated on existing features that will require restoration by the contractor to return any features back to their current status. Some of these items would include existing pavement surface on I-215 or the bike path, interstate drainage systems, or any other features that the Design-Build Team will

need to restore.

- Details of any aesthetic plans along the tunnel or at either entrance.
- Details of any proposed landscape plan;

B 5.1.3 Maintenance of Traffic and Access (MOTA)

The Proposer shall prepare and submit:

- Summary of its plan for maintaining traffic flow and access during the construction period as specified in RFP Part 4;
- Details on construction phasing and the potential impact to traffic;
- Contingency plans if construction unexpectedly impacts traffic flow;
- Plans to minimize any impacts to traffic flow.

B 6.0 MANAGEMENT PROPOSAL

After award of the Contract, the Proposed Baseline Schedule shall be resubmitted, incorporating all modifications into the signed Contract. The summaries of the Quality Plan and Safety Plan shall be expanded and submitted to fulfill the specified Contract requirements.

B 6.1 ORGANIZATION

B 6.1.1 Single Point of Contact

The Proposer shall designate its single point of contact and provide the information requested on Form C. The single point of contact shall be either the Proposer's nominated Principal-on-Site or Project Manager.

B 6.1.2 Organization Charts

The Proposer shall submit the following (as appropriate to reflect new or changed information):

- a) An organization chart showing the Key Personnel (as defined in the RFQ unless the DESIGN-BUILD TEAM feels it would be advantageous in this RFP to define additional personnel and their role on the team)
- b) An organization chart reflecting the roles and responsibilities of the Principal Participants and Named Subcontractors (design and construction);
- c) Named Subcontractors (Form NS);
- d) Organization chart(s) showing its proposed construction organization indicating responsibilities and organization of the construction staff;
- e) Organization chart showing its proposed design organization indicating responsibilities and organization of the design staff;

- f) An organization chart showing the planned QA/QC organizations (design) and QC organization (construction), including to whom the QA/QC staff report within the Proposer's (Contractor's) organization;
- g) An organization chart showing the planned safety organization and its relationship to the Proposer's organization. Indicate roles and responsibilities of safety staff;
- h) City and state where assigned staff will be located, particularly the location(s) of design staff; and
- i) Address of office(s) where work will be done in the local area.

B 6.1.3 Proposed Baseline Schedule

- a) The term "Proposed Baseline Schedule" as used herein means the time-scaled, critical path network depicting pay items and subordinate activities and their respective durations, sequences and inter-relationships that represents the Contractor's work plan for designing, constructing and completing the Project; and
- b) No price information shall be shown on or submitted with the Proposed Baseline Schedule. A cost loaded version of the baseline schedule shall be submitted as part of the price information included in the Price Proposal (RFP, **Appendix D**).

The Proposer shall submit a Proposed Baseline Schedule for the Project meeting the following requirements:

- The Proposed Baseline Schedule shall be in color hardcopy format and electronic format on disk;
- The Proposed Baseline Schedule shall be consistent with UDOT's preferred pay items listed on Form PP-1. The Proposer may adjust this list to more accurately reflect planned sequences and methods. Mobilization shall not be shown as a pay item;
- The Proposed Baseline Schedule shall only reflect that work included in the Proposal Price; and
- Clearly indicate Proposed Completion Date.

B 6.2 OVERALL PROJECT MANAGEMENT PLAN

The Proposer shall submit the information specified in this Section B6.2.

B 6.2.1 Management of Construction

The Proposer shall submit its construction staging and phasing plan indicating timing and sequencing of major activities for the Project.

B 6.2.2 Quality Plan Summary

The Proposer shall submit:

- a) A summary of its proposed Quality Plan (see RFP Part 5) including description of:

- Designer's QA/QC program; and
 - How design and construction activities performed by different firms will be coordinated to ensure consistency of quality; and
- b) A narrative describing:
- The roles, responsibilities and authorities of quality assurance and quality control personnel (design and construction) over design and construction activities to ensure final product quality;
 - The relationship and relative authority within the Proposer's (Contractor's) organization of quality assurance and quality control staff and design and construction production staff; and
 - How QC will be handled for construction subcontractors.

B 6.2.3 Safety Proposal Summary

The Proposer shall submit a summary of its proposed Safety Plan, including:

- a) Construction Safety Plan;
- b) Safety Training Plan; and
- c) Public Safety Plan.

B 6.3 STAKEHOLDER COORDINATION

The Proposer shall submit its plan for coordinating with Stakeholders and interested parties.

B 7.0 QUALIFICATIONS PROPOSAL

The Proposer's SOQ rating will be re-evaluated based upon the required changes to Key Personnel by the inclusion of a Project Quality Manager (see RFP Part 5, Section), a Design Quality Manager (see RFP Part 5, Section), a Construction Quality Manager (see RFP Part 5, Section) and an Information Specialist (see RFP Part 4, Special Provision). The Proposer shall prepare and submit:

- a) Form KP, Key Personnel; and
- b) Resumes of Key Personnel.

The Proposer may submit additional and/or supplemental information to enhance the Qualifications quality rating it received during the SOQ evaluation.

If the Proposer submits such additional information, it shall submit information relating to:

- a) Qualifications and experience of Key Personnel specified in this Section B7.0; and
- b) Experience of the firms (Principal Participants, Designer and/or Subcontractors).

In doing so, the Proposer shall submit such additional information in the manner specified in this Section B7.0. The Proposer shall not resubmit information already included in its SOQ.

B 7.1 SUMMARY STATEMENT

The Proposer shall prepare a summary statement outlining the specific areas where it has shown enhanced quality in Qualifications through the information submitted with its Proposal.

B 7.2 PERSONNEL QUALIFICATIONS AND EXPERIENCE

If the Proposer wishes to modify its SOQ Qualification rating the Proposer shall submit:

- a) Form KP, Key Personnel;
- b) Resumes of Key Personnel;
- c) Form CR thereby providing a written commitment to assign the personnel specifically identified by name in its Proposal (including those listed on Form KP) to the Project if awarded the Contract. Form CR shall be executed by the Proposer's designated Principal-on-Site or Project Manager;
- d) List of key design and construction positions and resumes [maximum one (1) page] of design and construction managers/lead designers, including but not limited to:
 - Lead Civil Engineer (if applicable);
 - Lead Tunnel Engineer (if applicable); and
 - Lead Geotechnical Engineer.

B 7.3 FIRM EXPERIENCE AND INFORMATION

If the Proposer wishes to modify its SOQ Qualification rating the Proposer shall:

- a) Provide the information required on Form O-2, to the extent that subcontractors (design and construction) are known;
- b) If there are changes proposed in the Proposer's Organization and Experience (firms or personnel) from that represented in the SOQ or updates relating to Past Performance, Proposers shall submit this information. Use Forms E-1, E-2, E-4 and O-1, as appropriate to reflect new or changed information.

B 7.4 MEANS AND METHODS

B 7.4.1 Testing and Certification

The Proposer shall describe methodology to be used to perform construction sampling, testing and certification to satisfy all requirements of the Contract Documents and the Quality Plan.

B 7.5 WARRANTY

B 7.5.1 Warranty Proposal

The Proposer shall submit its warranty proposal covering the items discussed below for the

project. The Proposer shall:

- Provide Warranty Bond.

B7.5.2 The DESIGN-BUILD Team Warrants that:

1. All design Work performed pursuant to the Contract Documents shall conform to all professional engineering principles generally accepted as standards of the industry in the State of Utah at the time the design Work is furnished;
2. The project shall be free of defects, including design defects, errors and omissions;
3. Materials and equipment furnished under the Contract Documents shall be of good quality and new;
4. The work shall meet all of the requirements of the Contract Documents; and
5. The specifications and/or drawings selected or prepared for use during construction are appropriate for their intended use.

B7.5.3 Maintenance Warranty

The Contractor shall provide a maintenance warrantee for any improvements required as a result of horizontal or vertical alignment changes with the structure or pavement surfaces. This work shall include but not be limited to: settlement correction as a result of vertical movement in excess of one-half inch, adjustment to horizontal movement in excess of one inch, filling and sealing of cracks resulting from settlement or horizontal movement in excess of 3/16 inch and cleaning and restoring exposed concrete surfaces which have been discolored, spalled or otherwise damaged due to water seepage and/or settlement as determined by the Engineer.

B7.5.4 Warranty Term

The Warranty term shall commence for each element of the Work upon transfer of control thereof to the Department or third party owners. Acceptance for Work not yet completed as of Substantial Completion. Maintenance Warranty period shall extend for a period of three (3) years from the date of final acceptance of the project.

B7.5.5 Corrective Work

If the Department determines that any of the Work has not met the standards set for in these provisions at any time during the Warranty term for such Work, then the Design-Builder shall correct such Work.

Within seven days of receipt by the Design-Builder of notice from the Department specifying a failure of any of the Work to satisfy the Design-Builder's Warranties, or of any Subcontractor representation, warranty, guarantee or obligation which the Design-Builder is responsible to enforce, the Design-Builder shall implement such action as it deems necessary and shall notify the Department of the urgency of a decision. The design-Builder and the Department shall agree on a remedy immediately upon notice by or to the Department of such

emergency. If the Design-Builder and the Department fail to reach such an agreement within such seven-day period (or immediately, in the case of emergency conditions), then the Department, after notice to the Design-Builder, shall have the right to perform or have performed by third parties the necessary remedy, and the costs thereof shall be borne by the Design-Builder.

B7.5.6 Costs of Correction of Work

All costs of correcting such Work, including additional testing and inspections, shall be deemed included in the Contract Price. The Design-Builder shall reimburse the Department or pay the Department's expenses made necessary thereby with ten (10) days after the Design-Builder's receipt of invoice therefore.

B7.5.7 Warranty of Corrected Work

The Design-Builder Warranties shall apply to all Warranty work which was required to be performed during the Warranty period but which was not performed properly. The Warranties shall apply to all Work redone or replaced pursuant to the terms of this Contract. The Warranties shall last as to each redone or replace element of the Work until the later of (a) the end of the Warranty term for such element as specified above and (b) one year after acceptance by the Department of any redone or replaced Work, but not to exceed one year after the end of the Warranty term.

B7.5.8 No Limitation of Liability

The foregoing warranties are in addition to all rights and remedies available under the Contract Documents or applicable law, and shall not limit the Design-Builder's liability or responsibility imposed by the Contract documents or applicable law with respect to the Work, including liability for design defects, latent construction defects, strict liability, negligence, or fraud; provided, however, that, upon expiration of the Warranties, the Design-Builder shall have no further liability to the Department for patent construction defects.

B7.5.9 Damages for Breach of Warranty

If the Design-Builder fails or refuses to provide the warranty remedy described herein, notwithstanding a valid request by the Department, the Design-Builder shall be liable for the cost of performance of the Warranty work by others.

B7.5.10 Disputes

Any disagreement between the Department and the Design-Builder relating to the section shall be subject to the dispute resolution provisions as set forth in a framework via the voluntary partnering between the parties in connection with the project.

B 8.0 LEGAL SUPPORTING INFORMATION

The Proposer shall submit the information specified in this Section B8.0 as Appendix A to the Evaluation Notebook.

B 8.1 NOTARIZED POWER(S) OF ATTORNEY

The Proposer shall provide appropriate evidence that the Form of Proposal has been properly executed or that the representative has bound the Proposer, so that there is a valid Proposal that UDOT can accept and constitute a binding contract. Evidence shall include an opinion from an independent law firm and a notarized power of attorney. See also Section B8.3.

B 8.2 NON-COLLUSION AFFIDAVIT/AFFIRMATION

The Proposer shall submit Form NC certifying that the proposal is not the result of, and has not been influenced by collusion.

B 8.3 LEGAL OPINION

The Proposal shall include a legal opinion in the format of Form OC by in-house or outside counsel with respect to the Proposer, its joint venture members or general partners.

B 8.4 EVIDENCE OF ENTITLEMENT TO CARRY OUT CONSTRUCTION

Proposer shall provide evidence that it is entitled, under the laws of the State of Utah, to carry out the construction.

B 8.5 INFORMATION REQUIRED FOR PRINCIPAL PARTICIPANTS

For any new or changed Principal Participant, the Proposer shall submit Forms L-2 and L-3.

B 8.6 LETTER APPROVING CHANGES IN PROPOSER'S ORGANIZATION

If there are any new Principal Participants in the Proposer's organization as shown in its SOQ, the Proposer shall obtain written approval of the change from UDOT prior to submitting its Proposal. Address such requests to the Project Manager indicated in RFP Part 1, Section 1.7. The Proposer shall submit a copy of UDOT's approval letter.

B 8.7 PERFORMANCE AND PAYMENT BONDS

The Proposer shall provide letter(s) of commitment from surety(ies) meeting requirements of RFP Part 4, Special Provision 00515M to provide performance and payment bonds.

B 10.0 FORMAT AND ORGANIZATION OF THE PROPOSAL DOCUMENTS

The Proposal Documents shall be prepared in accordance with the requirements of RFP, **Appendix C, Section C2.0**. In addition, Volumes 1 through 4 shall be organized and submitted by the selected Proposer prior to Award in accordance with Table B, Outline for Submittal of Proposal Documents, with cover of Proposal Documents titled as follows:

Part 6
PROPOSAL DOCUMENTS
Volume _____
(Enter title from Table B)
Project STP-LC35(123)

Table B
Outline for Submittal of Proposal Documents

Proposal Document Volume/Section No.	Volume/Section Title & Required Information	Appendix B Reference
VOLUME 1	LEGAL AND FINANCIAL PROPOSAL DOCUMENTS	
Section 1	LEGAL PROPOSAL DOCUMENTS	B3.0
	<ul style="list-style-type: none"> • <u>Form of Proposal</u> • <u>Appendix to Form of Proposal</u> • Letter of Subcontract Intent (<u>Form LSI</u>) for each Subcontractor including consultants known as of the Proposal Due Date 	
Section 2	FINANCIAL PROPOSAL DOCUMENTS	B4.0
	<ul style="list-style-type: none"> • Proposal Bond. 	
VOLUME 2	TECHNICAL PROPOSAL DOCUMENTS	
Section 1	DESIGN APPROACH	B5.1
Section 1.1	Structures: <ul style="list-style-type: none"> • Details of proposed structure type and construction methods along with what types of materials will be used; • Discussion of why proposed construction type was chosen, including a discussion of geotechnical issues; • Discussion of what type of steel fiber reinforcement will be used on this Project and why; • Details of support mechanisms for the final structure if necessary; • Discussion of measures to be undertaken to increase freeze/thaw durability of the structure; • Design concepts for maintaining slope stability at 	B5.1.1

Proposal Document Volume/Section No.	Volume/Section Title & Required Information	Appendix B Reference
	<p>entrance locations on both sides of the tunnel;</p> <ul style="list-style-type: none"> • Details of proposed concepts to seal any potential joints in the structure or on the pavement surface; • Design concepts for dealing with permanent drainage, both surface and groundwater; • Summary of proposed instrumentation plan; • Details of proposed weatherproofing of the electrical enclosure; and • Details of proposed site drainage plan for dealing with drainage during construction. 	
Section 1.2	<p>Miscellaneous</p> <ul style="list-style-type: none"> • Details on the access and staging locations to complete the structural items and any other items of work. • Details of what repair work is anticipated on existing features that will require restoration by the contractor to return any features back to their current status. Some of these items would include existing pavement surface on I-215 or the bike path, interstate drainage systems, or any other features that the Design-Build Team will need to restore. • Details of any aesthetic plans along the tunnel or at either entrance. • Details of any proposed landscape plan; 	B5.1.2
Section 1.3	<p>MOTA</p> <ul style="list-style-type: none"> • Summary of its plan for maintaining traffic flow and access during the construction period as specified in RFP Part 4 • Plan to minimize impacts to traffic flow 	B5.2.2
VOLUME 3	MANAGEMENT PROPOSAL DOCUMENTS	B6.0
Section 1	ORGANIZATION	B6.1
Section 1.1	<p>Single Point of Contact:</p> <ul style="list-style-type: none"> • <u>Form C</u> 	B6.1.1

Proposal Document Volume/Section No.	Volume/Section Title & Required Information	Appendix B Reference
Section 1.2	Organization Charts (as appropriate to reflect new or changed information): <ul style="list-style-type: none"> • Key Personnel organization chart • An organization chart reflecting the roles and responsibilities of the Principal Participants and Named Subcontractors • Named Subcontractors (<u>Form NS</u>) • Organization chart(s) showing proposed construction organization • Organization chart showing proposed design organization • Organization chart showing the planned QA/QC organizations (design) and QC organization (construction) • Organization chart for safety organization with roles and responsibilities • City and state where assigned staff will be located • Address of office(s) where work will be done in the local area 	B6.1.2
Section 1.3	Proposed Baseline Schedule: <ul style="list-style-type: none"> • Proposed Baseline Schedule in hardcopy and disk 	B6.1.3
Section 2	OVERALL PROJECT MANAGEMENT PLAN	B6.2
Section 2.1	Management of Construction: <ul style="list-style-type: none"> • Construction staging and phasing plan 	B6.2.1
Section 2.2	Quality Proposal: <ul style="list-style-type: none"> • Summary of proposed Quality Plan • Specified narrative regarding roles, responsibilities, authorities and relationships 	B6.2.2
Section 2.3	Safety Proposal: <ul style="list-style-type: none"> • Summary of proposed safety Plan 	B6.2.3
Section 2.4	Stakeholder Coordination: <ul style="list-style-type: none"> • Plan for coordinating with Stakeholders 	B6.2.4
VOLUME 4	QUALIFICATIONS PROPOSAL DOCUMENTS	
Section 1	KEY PERSONNEL	B7.0
	<ul style="list-style-type: none"> • <u>Form KP</u> 	
Section 2	SUMMARY STATEMENT	B7.1
	<ul style="list-style-type: none"> • Summary Statement 	
Section 3	PERSONNEL QUALIFICATIONS & EXPERIENCE (as appropriate to reflect new or changed information)	B7.2

Proposal Document Volume/Section No.	Volume/Section Title & Required Information	Appendix B Reference
	<ul style="list-style-type: none"> • <u>Form KP</u> • Resumes of Key Personnel • <u>Form CR</u> • List of key design and construction positions and resumes [maximum one (1) page] of design and construction managers/lead designers 	
Section 4	FIRM EXPERIENCE & INFORMATION (as appropriate to reflect new or changed information)	B7.3
	<ul style="list-style-type: none"> • Provide the information required on <u>Form O-2</u>, to the extent that subcontractors (design and construction) are known • <u>Forms E-1, E-2, E-4 and O-1</u> 	
Section 5	MEANS AND METHODS	B5.2
Section 5.1	Testing and Certification: <ul style="list-style-type: none"> • Methodology for construction sampling, testing and certification 	B5.2.1
Section 5.2	WARRANTY	B5.3
Section 5.3	Warranty Proposal: <ul style="list-style-type: none"> • Provide Warranty Bond 	B5.3.1

UTAH DEPARTMENT OF TRANSPORTATION

PARLEY'S CROSSING TUNNEL @ I-215

PROJECT STP-LC35(123)

REQUEST FOR PROPOSAL (RFP)

APPENDIX C *EVALUATION NOTEBOOK*

C 1.0 GENERAL INSTRUCTIONS

This Appendix describes the specific instructions for preparing the evaluation notebook. The evaluation notebook is the information required in RFP, **Appendix B**. The notebook will not become part of the Contract, however, the Proposal Documents submitted separately in response to RFP, **Appendix B** shall become part of the Contract if the Proposer is awarded the Contract, (see RFP, **Appendix B**, Section B1.0).

No information regarding the Price Proposal shall appear in the evaluation notebook.

The information in the evaluation notebook shall be assembled in the format shown in Table C and submitted to UDOT by the Proposal Date.

C 2.0 FORMAT AND ORGANIZATION OF EVALUATION NOTEBOOK

The evaluation notebook shall be organized as shown in Table C. Use the forms contained in RFP, **Appendix A** as specified in RFP, **Appendix B**. Information shall be presented in the individual volumes and in the sequence shown. Proposers shall not exceed the page count (shown in parentheses in Table C), where specified.

The evaluation notebook shall be packaged into separate volumes as shown. The Proposer shall separate volumes into sections entitled as shown in Table C to facilitate presentation of required information, but the designated volumes shall not be combined. The Proposer shall include appendices, if any, as separate volume(s).

Text shall be in English in a standard font, a minimum of 10 points in height, single-spaced. Pages shall be 8-½ inch x 11-inch white paper, with simple lettered/numbered dividers for each section/subsection. Single sided pages shall be used except for pre-printed information, such as corporate brochures.

Drawings or sketches shall be submitted on 11-inch x 17-inch and/or 8 ½-inch x 11-inch white paper.

Schedule plots shall be on 24-inch x 36-inch or 22-inch x 34-inch paper, folded and inserted in an envelope or similar holder that is incorporated into the volume.

Number each page in each volume consecutively (i.e., 1-1, 1-2 ---; 2-1, 2-2, etc.). Center page numbers at the bottom of each page.

Proposers should present information clearly and concisely. Documentation that is difficult to read may be rejected and may lead to disqualification.

The information shall be easily reproducible by normal black and white photocopying

machines. Color photographs, renderings and brochures shall be adequately bound and suitably protected for handling and circulation during review.
The Cover of each volume shall be titled as follows:

Parley's Crossing Tunnel @ I-215

EVALUATION NOTEBOOK

VOLUME _____
(Title from Table C)

Table C
Outline for Submittal of Evaluation Notebook

Proposal Document Volume/Section No.	Volume/Section Title & Required Information	Appendix B Reference
	EXECUTIVE SUMMARY	B2.0
	EXECUTIVE SUMMARY (10 pages)	
VOLUME 1	LEGAL AND FINANCIAL PROPOSAL DOCUMENTS	
Section 1	LEGAL PROPOSAL DOCUMENTS	B3.0
	<ul style="list-style-type: none"> • <u>Form of Proposal</u> • <u>Appendix to Form of Proposal</u> • Letter of Subcontract Intent (<u>Form LSI</u>) for each Subcontractor including consultants known as of the Proposal Due Date 	
Section 2	FINANCIAL PROPOSAL DOCUMENTS	B4.0
	<ul style="list-style-type: none"> • Proposal Bond 	
VOLUME 2	TECHNICAL PROPOSAL DOCUMENTS	
Section 1	DESIGN APPROACH	B5.1
Section 1.1	Structures: <ul style="list-style-type: none"> • Details of proposed structure type and construction methods along with what types of materials will be used; • Discussion of why proposed construction type was chosen, including a discussion of geotechnical issues; • Discussion of what type of steel fiber reinforcement will be used on this Project and why; • Details of support mechanisms for the final structure if necessary; • Discussion of measures to be undertaken to increase freeze/thaw durability of the structure; • Design concepts for maintaining slope stability at entrance locations on both sides of the tunnel; 	B5.1.1

Proposal Document Volume/Section No.	Volume/Section Title & Required Information	Appendix B Reference
	<ul style="list-style-type: none"> Details of proposed concepts to seal any potential joints in the structure or on the pavement surface; Design concepts for dealing with permanent drainage, both surface and groundwater; Summary of proposed instrumentation plan; Details of proposed weatherproofing of the electrical enclosure; and Details of proposed site drainage plan for dealing with drainage during construction 	
Section 1.2	<p>Miscellaneous</p> <ul style="list-style-type: none"> Details on the access and staging locations to complete the structural items and any other items of work. Details of what repair work is anticipated on existing features that will require restoration by the contractor to return any features back to their current status. Some of these items would include existing pavement surface on I-215 or the bike path, interstate drainage systems, or any other features that the Design-Build Team will need to restore. Details of any aesthetic plans along the tunnel or at either entrance. Details of any proposed landscape plan; 	B5.1.2
Section 1.3	<p>MOTA</p> <ul style="list-style-type: none"> Summary of its plan for maintaining traffic flow and access during the construction period as specified in RFP Part 4 Plan to minimize impacts to traffic flow 	B5.2.2
VOLUME 3	MANAGEMENT PROPOSAL DOCUMENTS	B6.0
Section 1	ORGANIZATION	B6.1
Section 1.1	<p>Single Point of Contact:</p> <ul style="list-style-type: none"> <u>Form C</u> 	B6.1.1
Section 1.2	<p>Organization Charts (as appropriate to reflect new or changed information):</p> <ul style="list-style-type: none"> Key Personnel organization chart An organization chart reflecting the roles and responsibilities of the Principal Participants and Named Subcontractors Named Subcontractors (<u>Form NS</u>) Organization chart(s) showing proposed construction 	B6.1.2

Proposal Document Volume/Section No.	Volume/Section Title & Required Information	Appendix B Reference
	<ul style="list-style-type: none"> organization • Organization chart showing proposed design organization • Organization chart showing the planned QA/QC organizations (design) and QC organization (construction) • Organization chart for safety organization with roles and responsibilities • City and state where assigned staff will be located • Address of office(s) where work will be done in the local area 	
Section 1.3	Proposed Baseline Schedule: <ul style="list-style-type: none"> • Proposed Baseline Schedule in hardcopy and disk 	B6.1.3
Section 2	OVERALL PROJECT MANAGEMENT PLAN	B6.2
Section 2.1	Management of Construction: <ul style="list-style-type: none"> • Construction staging and phasing plan 	B6.2.1
Section 2.2	Quality Proposal: <ul style="list-style-type: none"> • Summary of proposed Quality Plan • Specified narrative regarding roles, responsibilities, authorities and relationships 	B6.2.2
Section 2.3	Safety Proposal: <ul style="list-style-type: none"> • Summary of proposed safety Plan 	B6.2.3
Section 2.4	Stakeholder Coordination <ul style="list-style-type: none"> • Plan for coordinating with Stakeholders 	B6.2.4
VOLUME 4	QUALIFICATIONS PROPOSAL DOCUMENTS	
Section 1	KEY PERSONNEL	B7.0
	<ul style="list-style-type: none"> • <u>Form KP</u> 	
Section 2	SUMMARY STATEMENT	B7.1
	<ul style="list-style-type: none"> • Summary Statement 	
Section 3	PERSONNEL QUALIFICATIONS & EXPERIENCE (as appropriate to reflect new or changed information)	B7.2
	<ul style="list-style-type: none"> • <u>Form KP</u> • Resumes of Key Personnel • <u>Form CR</u> • List of key design and construction positions and resumes [maximum one (1) page] of design and construction managers/lead designers 	
Section 4	FIRM EXPERIENCE & INFORMATION (as appropriate to reflect new or changed information)	B7.3
	<ul style="list-style-type: none"> • Provide the information required on <u>Form O-2</u>, to the extent that subcontractors (design and construction) are known • <u>Forms E-1, E-2, E-4 and O-1</u> 	

Proposal Document Volume/Section No.	Volume/Section Title & Required Information	Appendix B Reference
APPENDIX A	LEGAL INFORMATION	B8.0
	<ul style="list-style-type: none"> • Notarized Power of Attorney • <u>Form NC</u> • <u>Form OC</u> • Proof of legal license • <u>Form L-2</u> • <u>Form L-3</u> • Letter approving changes to Organization • Letter of commitment from surety to provide Performance and Payment Bonds 	
Section 5	MEANS AND METHODS	B5.2
Section 5.1	Testing and Certification: <ul style="list-style-type: none"> • Methodology for construction sampling, testing and certification 	B5.2.1
Section 5.2	WARRANTY	B5.3
Section 5.3	Warranty Proposal: <ul style="list-style-type: none"> • Provide Warranty Bond 	B5.3.1

UTAH DEPARTMENT OF TRANSPORTATION

PARLEY'S CROSSING TUNNEL @ I-215

PROJECT STP-LC35(123)

REQUEST FOR PROPOSAL (RFP)

APPENDIX D
PRICING DOCUMENTS

D 1.0 INTRODUCTION

This RFP, **Appendix D** specifies the pricing information and Pricing Documents that shall be submitted by:

- a) All Proposers; and
- b) The selected Proposer prior to award.

The Proposer(s) shall submit all information as specified herein, using the forms and formats specified. Alterations to the forms will only be permitted where specifically allowed.

All forms referenced herein are in RFP, **Appendix A**.

D 2.0 PRICE PROPOSAL

The Proposer shall provide its Price Proposal using the forms listed herein and provided in RFP, **Appendix A**. Failure to provide the requested information on the forms and in the format specified may result in UDOT's declaring the Price Proposal non-responsive.

Upon award, the Price Proposal of the selected Proposer will be incorporated into the Contract Documents as part of the Pricing Documents.

The Price Proposal shall be submitted by the Proposal Due Date to the addressee and address and in the manner specified in RFP Section 2.9.1.

The Price Proposal shall consist of:

- a) Price Proposal cover sheet (Form PP-1);
- b) Maximum Monthly Payment Schedule (Form PP-2);
- c) "Blinded" copy of Proposed Baseline Schedule.

D 2.1 COST LOADED SCHEDULE

A copy of the Cost Loaded version of the Baseline Schedule shall be submitted in a separate, sealed envelope.